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Letting April 29, 2022

Notice to Bidders, Specifications and Proposal



**Contract No. 68G77
KNOX-WOODFORD Counties
Section (48-29RA)I-28; (X3-16RA)I-15
Route FAI 74
Project NHFP-JW3T(608)
District 4 Construction Funds**

Prepared by

Checked by

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- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. April 29, 2022 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 68G77
KNOX-WOODFORD Counties
Section (48-29RA)I-28; (X3-16RA)I-15
Project NHFP-JW3T(608)
Route FAI 74
District 4 Construction Funds**

Installation of truck parking information management systems (TPIMS) at the Spoon River and Mackinaw Dells (EB & WB) rest areas.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 74 (I-74), Project NHFP-JW3T(608), Section (48-29RA)I-28; (X3-16RA)I-15, Knox and Woodford Counties, Contract No. 68G77 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located along Interstate 74 at the Spoon River rest areas in Knox County and along Interstate 74 at the Mackinaw Dells rest areas in Woodford County.

DESCRIPTION OF PROJECT

This project consists of installing truck parking information management systems (TPIMS) by installing conduit, camera poles, high definition CCTV cameras, CAT 5 ethernet cable, and performing all related collateral work necessary to complete the improvements on the project.

TRAFFIC CONTROL PLAN

Effective: August 20, 2020

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 701101 701106 701801 701901

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 (2') (0.6 m) 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 and lane restrictions at all times.

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 6:00 p.m. to 6:00 a.m. 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.

Method of Measurement: Traffic Control and Protection will be measured by the unit "Lump Sum", complete.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which shall be payment in full for all labor, materials, and equipment required to furnish, install, and remove the traffic control with the Highway Standards listed above.

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.

SYSTEM IMPLEMENTATION, EQUIPMENT INTEGRATION AND SUPPORT

The Contractor shall install the ITS components at the locations indicated on the plans.

All ITS components shall be subject to a 30 day burn-in period. During the "burn-in" period, all components shall perform continuously, without any interruption of operation, for a period of thirty days. In the event that there are operational problems during the burn-in period, the burn-in period shall reset back to day one.

All cameras at a rest areas shall be fully operation and aimed by the Department before the burn-in period can begin.

The Department will program the ITS components and integrate them into the existing ITS system.

The Contractor shall be responsible for installing the proposed ITS components in accordance with the plans, specifications, and manufacturers recommended practices.

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

POTHOLING FOR LOCATION OF EXISTING UNDERGROUND UTILITIES

Potholing to locate existing underground utilities shall be included in the contract bid price for the conduit pay items.

Removal and replacement of existing pavement and islands only for utility locating purposes will not be paid for separately but shall be included in the contract bid price for the underground conduit pay items.

AS-BUILT DOCUMENTATION

The Contractor shall locate all proposed conduit, communication vaults, handholes, light poles, traffic signal posts, mast arms, controller cabinets, and all other electrical structures every 100 feet using a GIS locating device that is accurate to the nearest foot.

The Contractor shall provide a GIS based map of the conduit route (located every 100 feet) with all traffic and lighting components listed above with a complete listing of all of map coordinates in an electronic format (Google Earth KML or KMZ shape file).

CLOSED CIRCUIT TELEVISION DOME CAMERA, HD

Description. This work shall consist of furnishing and installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly, camera bracket, 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 an outdoor rated dome camera with 1920x1080 HD resolution, 31x optical zoom, laser focus, speed dry, and full VAPIX API support for software integration.

The Contractor shall provide all materials required to install the proposed camera on the proposed camera pole or existing light pole as shown on the plan sheets.

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

The Department will program the cameras prior to installation.

The camera shall meet or exceed the following specifications:

PART 1 GENERAL

1.01 SYSTEM DESCRIPTION

A. General Requirements

1. The specified unit shall be of manufacturer's official product line, designed for commercial and/or industrial 24/7/365 use.
2. The specified unit shall be based upon standard components and proven technology using open and published protocols.
3. Related Requirements
 - a. 28 05 07.21 PoE Power Sources for Electronic Safety and Security
 - b. 28 05 11 Cyber Security Requirements for Electronic Safety and Security
 - c. 28 05 19 Storage Appliances for Electronic Safety and Security
 - d. 28 05 21 Network Attached Storage for Electronic Safety and Security
 - e. 28 05 23 Storage Area Network for Electronic Safety and Security
 - f. 28 23 11 Video Management System Analytics
 - g. 28 23 13 Video Management System Interfaces

B. Sustainability

1. The specified unit shall be manufactured in accordance with ISO 14001.
2. The specified unit shall be compliant with the EU directives 2011/65/EU (RoHS) and 2012/19/EU (WEEE).
3. The specified unit shall be compliant with the EU regulation 1907/2006 (REACH).
4. The specified unit, including all its components, shall not contain any added PVC.
5. The manufacturer shall have signed and support the UN Global Compact initiative as defined by United Nations.

1.02 CERTIFICATIONS AND STANDARDS

A. General abbreviations and acronyms

1. AGC: Automatic gain control
2. ABR: Average Bit Rate
3. AES: Advanced Encryption Standard
4. API: Application Programming Interface
5. Aspect ratio: A ratio of width to height in images
6. Bit Rate: The number of bits/time unit sent over a network
7. Bonjour: Enables automatic discovery of computers, devices, and services on IP networks.
8. DHCP: Dynamic Host Configuration Protocol
9. DNS: Domain Name System
10. EIS: Electronic Image Stabilization
11. FPS: Frames per Second
12. FTP: File Transfer Protocol
13. SFTP: Secure File Transfer Protocol
14. H.264 (Video Compression Format)
15. H.265 (Video Compression Format)
16. HSMS: Hosted Security Management System (SaaS PACS Application)
17. IEEE 802.1x: Authentication framework for network devices
18. IP: Internet Protocol
19. IR light: Infrared light
20. ISO: International Standards Organization
21. JPEG: Joint Photographic Experts Group (image format)
22. LAN: Local Area Network
23. LED: Light Emitting Diode
24. LPR: License Plate Recognition
25. Lux: A standard unit of illumination measurement
26. MBR: Maximum Bit Rate
27. MPEG: Moving Picture Experts Group
28. Multicast: Communication between a single sender and multiple receivers on a network
29. NTP: Network Time Protocol
30. NTSC: National Television System Committee – a color encoding system based on 60Hz
31. ONVIF: Global standard for the interface of IP-based physical security products
32. PACS: Physical Access Control System
33. PAL: Phase Alternating Line – a color encoding system based on 50Hz
34. PoE: Power over Ethernet (IEEE 802.3af/at) standard for providing power over network cable
35. Progressive scan: An image scanning technology which scans the entire picture
36. PTZ: Pan/Tilt/Zoom
37. QoS: Quality of Service
38. RAID: Redundant Array of Independent Disks
39. RMD: Radar Motion Detection
40. RPC: Remote Procedure Call
41. SaaS: Software as a Service
42. SIP: Session Initiation Protocol
43. SMTP: Simple Mail Transfer Protocol

44. SMPTE: Society of Motion Picture and Television Engineers
45. SNMP: Simple Network Management Protocol
46. SSL: Secure Sockets Layer
47. TCP: Transmission Control Protocol
48. TLS: Transport Layer Security
49. Unicast: Communication between a single sender and single receiver on a network
50. UPnP: Universal Plug and Play
51. UPS: Uninterruptible Power Supply
52. VBR: Variable Bit Rate
53. VMS: Video Management System
54. WDR: Wide dynamic range

B. The specified unit shall carry the following EMC approvals:

1. EN 55032 Class A
2. EN 55035,
3. EN 61000-3-2
4. EN 61000-3-3
5. EN 61000-6-1
6. EN 61000-6-2
7. FCC Part 15 Subpart B Class A
8. ICES-3(A)/NMB-3(A)
9. VCCI Class A
10. RCM AS/NZS CISPR 32 Class A
11. CISPR 35, EAC
12. KC KN32 Class A
13. KC KN35

C. The specified unit shall meet the following product safety standards:

1. IEC/EN/UL 62368-1
2. CAN/CSA C22.2 No. 62368-1
3. IEC/EN/UL 60950-22
4. CAN/CSA-C22.2 No. 60950-22
5. IEC/EN 62471 risk group 2
6. IEC 60825-1 Class 1

D. The specified unit shall meet relevant parts of the following video standards:

1. SMPTE 296M (HDTV 720p)
2. SMPTE 274M (HDTV 1080p)

E. The specified unit shall meet the following standards

1. MPEG-4:
 - a. ISO/IEC 14496-10 Advanced Video Coding (H.264)
 - b. ISO/IEC 23008-5 Advanced Video Coding (H.265)
2. Networking:
 - a. IEEE 802.3bt (Power over Ethernet Plus)
 - b. IEEE 802.1x (EAP-TLS) (Authentication)
 - c. IPv4 (RFC 791)
 - d. IPv6 (RFC 2460)

- e. QoS – DiffServ (RFC 2475)
- 3. Mechanical Environment:
 - a. IEC/EN 62262 IK10,
 - b. IEC/EN 60529 IP66,
 - c. NEMA 250
 - d. Type 4X
 - e. NEMA TS 2 (2.2.7–2.2.9)
 - f. IEC 60068-2-1
 - g. IEC 60068-2-2
 - h. IEC 60068-2-6
 - i. IEC 60068-2-14
 - j. IEC 60068-2-27
 - k. IEC 60068-2-78
 - l. ISO 21207 (Method B)
- 4. Railway environment:
 - a. EN 50121-4
 - b. IEC 62236-4
- 5. Network:
 - a. NIST SP500-267

1.03 QUALITY ASSURANCE

- A. The contractor or security sub-contractor shall be a licensed security Contractor with a minimum of five (5) years' experience installing and servicing systems of similar scope and complexity and evidence that is completed at least three (3) projects of similar design and is currently engaged in the installation and maintenance of systems herein described.
- B. All installation, configuration, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.
- C. The contractor or designated sub-contractor shall submit credentials of completed manufacturer certification, verified by a third-party organization, as proof of the knowledge.
- D. The specified unit shall be manufactured in accordance with ISO9001.

1.04 WARRANTY

- A. The manufacturer shall provide a five (5) year limited hardware warranty for product that is free from defects in design, workmanship and materials under substantiated normal use. Defective products under the warranty period will be either repaired or replaced by the manufacturer.

PART 2 PRODUCTS

2.01 GENERAL

- A. The product shall be IP-based and comply with established network and video standards.
- B. The product shall be powered by the switch utilizing the network cable. Power injectors (midspans) shall be provided by the contractor when required for proper operation.

C. The product shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third-party applications.

2.02 VIDEO SURVEILLANCE SCHEDULE

A. The product or product types listed below describing various resolutions, form-factor and features shall be supplied by a single manufacturer for video surveillance system.

B. The product description will be as follows:

1. High-end outdoor-ready HDTV 1080p PTZ camera with quick-zoom, laser focus, 31x optical zoom, and full VAPIX API support for software integration

2.03 VIDEO SURVEILLANCE CAMERAS

A. High-end outdoor-ready HDTV 1080p PTZ camera with quick-zoom and laser focus

1. The specified product shall meet or exceed the following design specifications:

a. The camera shall operate on an open source and Linux-based platform, and include a built-in web server.

b. The camera shall provide a removable IR-cut filter, providing day/night functionality.

c. The camera shall be equipped with a motorized 31x optical zoom lens with P-Iris, providing a horizontal field of view between 60.6° and 2.0° and a vertical field of view between 36.5° and 1.1°.

d. The camera shall incorporate functionality for vibrate the dome in order to provide clear images in rainy weather and to simplify dome cleaning.

e. The camera shall be designed to provide an image up to 20° above the horizon without any loss of image quality.

f. The camera shall provide local video storage utilizing a SD/SDHC/SDXC memory card expansion.

g. The camera shall be manufactured with a repaintable metal (aluminum) casing.

h. The camera shall be manufactured with an IP66-, IP67- and NEMA 4X-rated, IK10 casing with a polycarbonate hard coated dome.

i. The camera shall incorporate a built-in laser that provides instant and correct focus.

2. The specified product shall meet or exceed the following performance specifications:

a. Illumination

1. The camera shall meet or exceed the following illumination specifications:

a. Color: 0.06 lux at 30 IRE, F1.36

b. B/W: 0.001 lux at 30 IRE, F1.36, 0 lux with IR illumination on

- c. Color: 0.09 lux at 50 IRE, F1.36
- d. B/W: 0.008 lux at 50 IRE, F1.36, 0 lux with IR illumination on

b. Resolution

1. The camera shall be designed to provide video streams in HDTV 1080p (1920x1080) at up to 60 frames per second (60Hz mode) or 50 frames per second (50Hz mode) using H.264 or Motion JPEG.
2. The camera shall support video resolutions including:
 - a. 1920x1080 (HDTV 1080p)
 - b. 1280x720 (HDTV 720p)
- c. Encoding
 1. The camera shall provide independently configured simultaneous H.264 and Motion JPEG streams.
 2. The camera shall provide configurable compression levels.
 3. The camera shall provide a video streaming indicator.
 4. The camera shall support standard baseline profile with motion estimation.
 5. The camera shall support motion estimation in H.264/MPEG-4 Part 10/AVC.
 6. The camera shall support motion estimation in H.265 (MPEG-H Part 2/HEVC)
 7. The camera shall support the following video encoding algorithms:
 - a. Motion JPEG encoding in a selectable range from 1 up to 50/60 frames per second.
 - b. Baseline Profile H.264 encoding with motion estimation in up to 50/60 frames per second.
 - c. Main Profile H.264 and H.265 encoding with motion estimation and context-adaptive binary arithmetic coding (CABAC) in up to 50/60 frames per second.
 - d. High Profile H.264 encoding with motion estimation up to 50/60 frames per second.
 8. The camera shall in H.264 and H.265 support combining Variable Bit Rate (VBR), Average Bit Rate (ABR) and Maximum Bit Rate (MBR)
 9. The camera shall be able to deliver predictable storage using Average Bit Rate (ABR) bitrate controlling algorithm based on a bitrate budget and selected retention time.
 - a. The camera shall be able to deliver predictable storage using Average Bit Rate (ABR) bitrate controlling algorithm based on a bitrate budget and the selected retention time.
 1. The ABR bitrate algorithm, depending on the bitrate budget and the selected retention time, shall adjust the bitrate to meet the bitrate budget over the whole retention time.
 2. The ABR algorithm shall have a method to keep the video quality even during busy periods by allowing the current bitrate to be significantly above the configured average bitrate during significant parts of the retention time.
 - b. The camera shall in H.264 and H.265 support flexible retention period for Average Bit Rate (ABR) algorithm up to 1 year.
 - c. When using Average Bit Rate (ABR) the camera shall keep bitrate history up to at least 30 days.
 - d. The camera shall in H.264 and H.265 support reuse of past Average Bit Rate (ABR) history if a stream is disconnected and the camera reconnects with the same basic stream parameters.
 - e. When using Average Bit Rate (ABR), the camera shall in H.264 and H.265 support multiple parallel stream with independent ABR-history.
 - f. The camera shall issue bitrate degradation events when using Average Bit Rate (ABR) if the configuration is predicted to be
 1. unrealistic
 2. not fulfilling basic quality requirements
 3. not fulfilling the bitrate budget.
 10. The camera shall support scene adaptive bitrate control with one of the following capabilities to lower bandwidth and storage:

- a. Automatic dynamic Region of Interest to reduce bitrate in unprioritized regions in order to lowering bandwidth and storage requirements.
- b. Automatic dynamic Group of Pictures to lower bandwidth and storage requirements
- c. Automatic dynamic Frames per Second to lower bandwidth and storage requirements
- d. Transmission
 1. The camera shall allow for video to be transported over:
 - a. HTTP (Unicast)
 - b. HTTPS (Unicast)
 - c. RTP (Unicast & Multicast)
 - d. RTP over RTSP (Unicast)
 - e. RTP over RTSP over HTTP (Unicast)
 - f. SRTP (Unicast & Multicast)
 2. The camera shall support Quality of Service (QoS) to be able to prioritize traffic.
- e. Image
 1. The camera shall incorporate automatic and manual white balance.
 2. The camera shall incorporate an electronic shutter operating in the range of 1/111000 to 1/2s.
 3. The camera shall incorporate capture mode with the following settings:
 - a. HDTV 1080p (1920x1080) with WDR: Up to 50/60 fps (50/60 Hz)
 4. The camera shall incorporate forensic wide dynamic range functionality providing up to 120 dB dynamic range.
 5. The camera shall support manually defined values for:
 - a. Saturation
 - b. Brightness
 - c. Sharpness
 - d. Contrast
 6. The camera shall allow for rotation of the image.
 7. The camera shall incorporate a function for Electronic Image Stabilization (EIS) for real-time image stabilization.
 8. The camera shall incorporate automatic defog functionality.
- f. IR Illumination
 1. The camera shall be equipped with built-in IR LEDs, with a range of up to 300 m (984 ft) with a wavelength of 850 nm.
 2. The camera shall be equipped with built-in IR LEDs with automatic seamless adapting angle of illumination and intensity.
- g. User Interface
 1. Web server
 - a. The camera shall contain a built-in web server making video and configuration available to multiple clients in a standard operating system and browser environment using HTTP, without the need for additional software.
 - b. Optional components downloaded from the camera for specific tasks shall be signed by an organization providing digital trust services.
 2. Language Specification
 - a. The camera shall provide a function for altering the language of the user interface, and shall include support for at least 10 different languages.
 3. IP addresses
 - a. The camera shall support both fixed IP addresses and dynamically assigned IP addresses provided by a Dynamic Host Control Protocol (DHCP) server.
 - b. The camera shall allow for automatic detection of the camera based on UPnP and Bonjour when using a computer with an operating system supporting this feature.
 - c. The camera shall provide support for both IPv4 and IPv6.
 - d. The camera shall provide support for IPv6 USGv6.
- h. PTZ functionality

1. The camera shall:
 - a. Provide preset positions functionality.
 - b. Provide On-screen directional indicator (OSDI) functionality.
 - c. Be equipped with accurate pan and tilt functionality with a range of:
 1. Pan: 360°
 2. Tilt +20° to -90°
 - d. Provide pan and tilt speed in a range of:
 1. Pan: 0.05° - 550°/sec
 2. Tilt: 0.05° - 500°/sec
 - e. Provide optical and digital zoom functionality:
 1. Optical zoom: 31x
 2. Digital zoom: 12x
 - f. Provide adjustable zoom speed.
 - g. Provide a guard tour functionality which allows the dome to automatically move between selected presets using an individual speed and viewing time for each preset.
 - i. Event conditions
 1. The camera shall be equipped with an integrated event functionality:
 - a. Device status
 1. Above operating temperature
 2. Above or below operating temperature
 3. Below operating temperature
 4. Within operating temperature
 5. Fan
 6. IP address
 7. Network lost
 8. Shock detection
 9. Storage failure
 10. System ready
 - b. Edge storage
 1. Recording ongoing
 2. Storage disruption
 - c. I/O
 1. Manual trigger
 2. Virtual inputs
 - d. PTZ
 1. Malfunctioning
 2. Movement
 3. Preset position reached
 4. Ready
 - e. Scheduled and recurring
 - f. Video
 1. Average bitrate degradation
 2. Day-night mode
 3. Live stream open
 2. Response to triggers shall include event actions:
 - a. Record video: SD card and network share
 - b. Upload of images and video clips: FTP, SFTP, HTTP, HTTPS, email or network share
 - c. Send notification: email, HTTP, HTTPS, TCP and SNMP trap
 - d. Pre- and post-alarm video or image buffering for recording or upload
 - e. PTZ: PTZ preset, start/stop guard tour
 - f. Overlay text
 - g. Day and night mode

- h. WDR mode
- i. IR illumination
- 3. The camera shall provide memory for pre- and post-alarm recordings.
- j. Storage
 - 1. The camera shall support continuous and event controlled recording to:
 - a. Local memory added to the cameras SD-card slot
 - b. Network attached storage, located on the local network
 - 2. The camera shall incorporate encryption functionality for the SD card (AES-XTS-Plain64 256bit).
 - 3. The camera shall incorporate encryption functionality for the SD card.
 - 4. The camera shall be able to detect and notify edge storage disruptions.
- k. Protocol
 - 1. The camera shall incorporate support for at least IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS, HTTP/2, SSL/TLS, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP® , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, DHCPv4/v6, SOCKS, SSH, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf).
 - 2. The SMTP implementation shall include support for SMTP authentication.
- l. Text overlay
 - 1. The camera shall:
 - a. Provide embedded on-screen text with support for date & time, and a customer-specific text, camera name, of at least 45 ASCII characters.
 - b. Provide the possibility to choose different font sizes for embedded on-screen text, and to use white or black text on at least four different backgrounds.
 - c. Provide the ability to manually set up and configure privacy masks to the image.
 - d. Allow for the overlay of a graphical image, such as a logotype, into the image.
- m. Security
 - 1. The camera shall support the following:
 - a. Secure web browsing
 - 1. The use of HTTPS and SSL/TLS, providing the ability to upload signed certificates to encrypt and secure authentication and communication of both administration data and video streams.
 - 2. Restrict access to the built-in web server by usernames and passwords at three different levels.
 - b. Certificate management
 - 1. Provide centralized certificate management, with both pre-installed CA certificates and the ability to upload additional CA certificates. The certificates shall be signed by an organization providing digital trust services.
 - c. Enhanced security features
 - 1. The use of signed firmware validates the firmware's integrity before accepting to install it.
 - 2. The use of a secure boot process, based on the use of signed firmware, ensures that the camera can boot only with authorized firmware.
 - 3. The use of trusted platform module (TPM) provides a set of cryptographic features suitable for protecting private keys from unauthorized access.
 - 4. TPM is certified according to FIPS 140-2 level 2.
 - d. Authentication
 - 1. IEEE 802.1x (EAP-TLS) authentication.
 - 2. Restrict access to pre-defined IP addresses, commonly known as IP address filtering.
 - e. Brute force delay protection
 - 2. Firmware support
 - a. The manufacturer must provide firmware with long-term support that only contains corrections for critical bugs, security flaws and performance issues.
 - b. The device should maintain high-level cybersecurity without introducing any significant functional changes or affecting any existing integrations.

n. System integration

1. The camera shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third-party applications.
2. The camera shall conform to ONVIF profile G as defined by the ONVIF Organization.
3. The camera shall conform to ONVIF profile S as defined by the ONVIF Organization.
4. The camera shall conform to ONVIF profile T as defined by the ONVIF Organization.
5. The camera shall conform to ONVIF profile M as defined by the ONVIF Organization.

o. Analytics

1. The camera shall provide a platform allowing the upload of third-party applications into the camera.
2. The camera shall support advanced video analytics capabilities with a built-in hardware-accelerated object detect engine, capable of automatically detecting several simultaneously visible objects from a set of pre-trained object categories (such as vehicles, people and faces).
3. The camera shall be supplied with preinstalled advanced video analytics capabilities, capable of detecting and classifying humans and vehicles in non-critical indoor and outdoor spaces.

p. Installation and maintenance

1. The camera shall be supplied with Windows-based management software which allows the assignment of IP addresses, upgrade of firmware and backup of the cameras' configuration.
2. The camera shall support the use of SNMP-based management tools according to SNMP v1, 2c & 3 / MIB-II.
3. The camera shall allow updates of the software (firmware) over the network, using FTP or HTTP.
4. The camera shall store all customer-specific settings in a non-volatile memory that shall not be lost during power cuts or soft reset.
5. The camera shall accept external time synchronization from an NTP (Network Time Protocol) server.
6. The camera shall provide a software controlled function for network redundancy when both the SFP module and the RJ45 connector are connected. The SFP connection functions as the primary network link and connection via the fixed RJ45 connector as the fail-over link.

q. Access log

1. The camera shall provide a log file, containing information about the 250 latest connections and access attempts since the unit's latest restart. The file shall include information about the connecting IP addresses and the time of connecting.
2. The camera shall provide a connection list of all currently connected viewers. The file shall include information about connecting IP address, time of connecting and the type of stream accessed.

r. Camera diagnostics

1. The camera shall be equipped with LEDs, capable of providing visible status information. LEDs shall indicate the camera's operational status and provide information about power, communication with receiver, the network status and the camera status.
2. The camera shall be monitored by a Watchdog functionality, which shall automatically re-initiate processes or restart the unit if a malfunction is detected.
3. The camera shall send a notification when the unit has rebooted and all services are initialized.

s. Hardware interfaces

1. Network interface

a. The camera shall be equipped with one 10BASE-T/100BASE-TX/1000BASE-T Ethernet-port using a RJ45 connector and shall support auto negotiation of network speed and transfer mode (full and half duplex).

b. The camera shall be equipped with a SFP slot.

t. Enclosure

1. The camera shall:
 - a. Be manufactured with an IP66-, IP67, NEMA 4X- and IK10-rated aluminum enclosure.
- u. Power
 1. The camera shall provide power over Ethernet IEEE 802.3bt Type 3 Class 6
 - a. Max: 51 W
 - b. Typical: 17 W
 2. The camera shall be connected to a separate midspan and obtain power through a network cable. The midspan shall use 100-240 V AC/50-60 Hz, max 60 W, and provide the camera with a maximum of:
 - a. 51 W when using a 60 W midspan
- v. Environmental
 1. The camera shall:
 - a. Operate in a temperature range of $-50\text{ }^{\circ}\text{C}$ to $50\text{ }^{\circ}\text{C}$ ($-58\text{ }^{\circ}\text{F}$ to $122\text{ }^{\circ}\text{F}$)
 - b. Operate in a humidity range of 10–100% RH (condensing).

PART 3 EXECUTION

3.01 INSTALLATION

- A. The contractor's or subcontractor's main resources within the project shall carry proper professional certification issued by the manufacturer and verified by a third-party organization to confirm sufficient product and technology knowledge.
- B. The contractor shall carefully follow instructions in documentation provided by the manufacturer to ensure all steps have been taken to provide a reliable, easy-to-operate system.
- C. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.
- D. All firmware found in products shall be the latest and most up-to-date version as specified by the manufacturer, or by the product component provider.
- E. All equipment requiring users to log on using a password shall be configured with user/site-specific password/passwords. No system/product default passwords shall be allowed.
- F. A proper installation shall meet NEC (National Electrical Code – US only) per the guidelines of that year's revision. When properly installed equipment meets Low Voltage, Class 2 classification of the NEC.

Environmental Enclosure/Housing

The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed 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 camera-mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector.

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.

CCTV Dome Camera Mounting Supports

The Contractor shall furnish and install a Pole Mount Bracket with integral IDC wire termination inside the bracket for camera installation on CCTV camera poles and light poles and stainless steel banding as required.

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.

Connecting Cables

The Contractor shall furnish and install outdoor rated, shielded CAT 5E cable at the locations shown on the plan sheets. The cable shall be terminated using the terminal block inside the camera bracket and the IDC connector and pre-formed IP66 rated RJ-45 connector on the camera end and a shielded RJ-45 connector in the cabinet. The Contractor shall test the cable prior after termination.

Cable will be paid for separately under the pay item CAT 5 ETHERNET CABLE.

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.

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. 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.

Method of Measurement. 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.

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

CLOSED CIRCUIT TELEVISION CAMERA

Description. This work shall consist of furnishing and installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly, camera bracket, 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 an outdoor rated fixed dome multi-sensor panoramic network camera with 180 degree coverage, 90 degree vertical coverage, 8 MP resolution at full frame rate, 1920x1080 HD resolution, and full VAPIX API support for software integration.

The Contractor shall provide all materials required to install the proposed camera on the proposed camera pole or existing light pole as shown on the plan sheets.

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

The Department will program the cameras prior to installation.

The camera shall meet or exceed the following specifications:

PART 1 GENERAL

1.01 SYSTEM DESCRIPTION

A. General Requirements

1. The specified unit shall be of manufacturer's official product line, designed for commercial and/or industrial 24/7/365 use.

2. The specified unit shall be based upon standard components and proven technology using open and published protocols.

3. Related Requirements

- a. 28 05 07.21 PoE Power Sources for Electronic Safety and Security
- b. 28 05 11 Cyber Security Requirements for Electronic Safety and Security
- c. 28 05 19 Storage Appliances for Electronic Safety and Security
- d. 28 05 21 Network Attached Storage for Electronic Safety and Security
- e. 28 05 23 Storage Area Network for Electronic Safety and Security
- f. 28 23 11 Video Management System Analytics
- g. 28 23 13 Video Management System Interfaces

B. Sustainability

1. The specified unit shall be manufactured in accordance with ISO 14001.
2. The specified unit shall be compliant with the EU directives 2011/65/EU (RoHS) and 2012/19/EU (WEEE).
3. The specified unit shall be compliant with the EU regulation 1907/2006 (REACH).
4. The specified unit, including all its components, shall not contain any added PVC.
5. The manufacturer shall have signed and support the UN Global Compact initiative as defined by United Nations.

1.02 CERTIFICATIONS AND STANDARDS

A. General abbreviations and acronyms

1. ABR: Average Bit Rate
2. API: Application Programming Interface
3. Bit Rate: The number of bits/time unit sent over a network
4. Bonjour: Enables automatic discovery of computers, devices, and services on IP networks.
5. DHCP: Dynamic Host Configuration Protocol
6. DNS: Domain Name System
7. FPS: Frames per Second
8. FTP: File Transfer Protocol
9. H.264 (Video Compression Format)
10. IEEE 802.1x: Authentication framework for network devices
11. IP: Internet Protocol
12. IR light: Infrared light
13. JPEG: Joint Photographic Experts Group (image format)
14. LAN: Local Area Network
15. LED: Light Emitting Diode
16. Lux: A standard unit of illumination measurement
17. MBR: Maximum Bit Rate
18. MPEG: Moving Picture Experts Group

19. Multicast: Communication between a single sender and multiple receivers on a network
20. NTP: Network Time Protocol
21. ONVIF: Global standard for the interface of IP-based physical security products
22. PoE: Power over Ethernet (IEEE 802.3af/at) standard for providing power over network cable
23. Progressive scan: An image scanning technology which scans the entire picture
24. PTZ: Pan/Tilt/Zoom
25. QoS: Quality of Service
26. SMPTE: Society of Motion Picture and Television Engineers
27. SNMP: Simple Network Management Protocol
28. SSL: Secure Sockets Layer
29. TCP: Transmission Control Protocol
30. TLS: Transport Layer Security
31. Unicast: Communication between a single sender and single receiver on a network
32. UPnP: Universal Plug and Play
33. VBR: Variable Bit Rate

B. The specified unit shall carry the following EMC approvals:

1. EN55032 Class A, EN55024, EN61000-6-1, EN61000-6-2
2. FCC Part 15 - Subpart B Class A
3. VCCI Class A
4. RCM AS/NZS CISPR 32 Class A
5. ICES-003 Class A
6. KCC KN32 Class A
7. KN35

C. The specified unit shall meet the following product safety standards:

1. IEC/EN/UL 60950-22
2. IEC/EN/UL 62368-1

D. The specified unit shall meet relevant parts of the following video standards:

1. SMPTE 296M (HDTV 720p)
2. SMPTE 274M (HDTV 1080p)

E. The specified unit shall meet the following standards

1. MPEG-4:

- a. ISO/IEC 14496-10 Advanced Video Coding (H.264)

2. Networking:

- a. IEEE 802.3at (Power over Ethernet Plus)
- b. IEEE 802.1X (Authentication)
- c. IPv6 (RFC 2460)
- d. QoS – DiffServ (RFC 2475)
- e. NIST SP500-267

3. Mechanical Environment:

- a. IEC/EN 60529 IP66/IP67 (Ingress protection)
- b. NEMA 250 Type 4X
- c. IEC/EN 62262 IK10
- d. IEC 60068-2-1
- e. IEC 60068-2-2
- f. IEC 60068-2-6
- g. IEC 60068-2-14
- h. IEC 60068-2-27
- i. IEC 60068-2-78

4. Railway environment:

- a. EN 50121-4
- b. IEC 62236-4

1.03 QUALITY ASSURANCE

A. The contractor or security sub-contractor shall be a licensed security Contractor with a minimum of five (5) years' experience installing and servicing systems of similar scope and complexity and evidence that is completed at least three (3) projects of similar design and is currently engaged in the installation and maintenance of systems herein described.

B. All installation, configuration, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.

C. The contractor or designated sub-contractor shall submit credentials of completed manufacturer certification, verified by a third-party organization, as proof of the knowledge.

D. The specified unit shall be manufactured in accordance with ISO9001.

1.04 WARRANTY

A. The manufacturer shall provide a five (5) year limited hardware warranty for product that is free from defects in design, workmanship and materials under substantiated normal use. Defective products under the warranty period will be either repaired or replaced by the manufacturer.

PART 2 PRODUCTS

2.01 GENERAL

A. The product shall be IP-based and comply with established network and video standards.

B. The product shall be powered by the switch utilizing the network cable. Power injectors (midspans) shall be provided by the contractor when required for proper operation.

C. The product shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third-party applications.

2.02 VIDEO SURVEILLANCE SCHEDULE

A. Camera types listed below describing various resolutions, form-factor and features shall be supplied by a single camera manufacturer video surveillance system.

B. The camera description will be as follows:

1. Fixed dome multi-sensor panoramic network camera with 180 degree coverage, 90 degree vertical coverage, 8 MP resolution at full frame rate, 1920x1080 HD resolution, and full VAPIX API support for software integration.

2.03 VIDEO SURVEILLANCE CAMERAS

A. Fixed dome multi-sensor panoramic network camera

1. The fixed dome multi-sensor network camera shall meet or exceed the following design specifications:

- a. The camera shall operate on an open source; Linux-based platform, and including a built-in web server.
- b. The camera shall be equipped with an IR-sensitive progressive scan megapixel sensor.
- c. The camera shall provide an automatically removable IR-cut filter, providing day/night functionality.
- d. The camera shall be manufactured with an IP66/IP67 and NEMA 4X-rated, IK10 impact-resistant aluminum casing fitted with a repaintable weather shield.
- e. The camera shall be equipped with 3,2 mm fixed lenses providing a
 1. Horizontal field of view: 180°
 2. Vertical field of view: 90°
- f. The camera shall provide a manual 3-axis (pan/tilt/rotation) positioning to allow adjustment for optimum camera rotation and placement.
- g. The camera shall provide a 180 panoramic overview provided by four sensors.

2. The fixed dome multi-sensor network camera shall meet or exceed the following performance specifications:

a. Illumination

1. The camera shall meet or exceed the following illumination specifications:

- a. 0.17 lux in color
- b. 0.05 lux B/W

b. Resolution

1. Be designed to provide video streams in:

- a. 8.3 MP: up to 25/30 fps with power line frequency 50/60 Hz
- b. 7.5 MP (dewarped): up to 12.5/15 fps with power line frequency 50/60 Hz

2. The individual cameras shall support video resolutions including:

- a. 1920x1080 (HDTV 1080p)
- b. 1280x720 (HDTV 720p)

c. Encoding

1. The camera shall support the following video encoding algorithms:
 - a. Motion JPEG encoding in a selectable range from 1 up to 25/30 frames per second in all resolutions.
 - b. Baseline Profile H.264 encoding with motion estimation in up to 25/30 frames per second.
 - c. Main Profile H.264 encoding with motion estimation and context-adaptive binary arithmetic coding (CABAC) in up to 25/30 frames per second.
 - d. Support High Profile H.264 encoding with motion estimation up to 50/60 frames per second.
2. The camera shall provide two independently configured simultaneous H.264 and Motion JPEG streams.
3. The camera shall in H.264 support combining Average Bit Rate (ABR) and Maximum Bit Rate (MBR)
4. The camera shall be able to deliver predictable storage using Average Bit Rate (ABR) bitrate controlling algorithm based on a bitrate budget and selected retention time.
 - a. The camera shall be able to deliver predictable storage using Average Bit Rate (ABR) bitrate controlling algorithm based on a bitrate budget and the selected retention time.
 1. The ABR bitrate algorithm, depending on the bitrate budget and the selected retention time, shall adjust the bitrate to meet the bitrate budget over the whole retention time.
 2. The ABR algorithm shall have a method to keep the video quality even during busy periods by allowing the current bitrate to be significantly above the configured average bitrate during significant parts of the retention time.
 - b. The camera shall in H.264 support flexible retention period for Average Bit Rate (ABR) algorithm up to 1 year.
 - c. When using Average Bit Rate (ABR) the camera shall keep bitrate history up to at least 30 days.
 - d. The camera shall in H.264 support reuse of past Average Bit Rate (ABR) history if a stream is disconnected and the camera reconnects with the same basic stream parameters.
 - e. When using Average Bit Rate (ABR), the camera shall in H.264 support multiple parallel stream with independent ABR-history.
 - f. The camera shall issue bitrate degradation events when using Average Bit Rate (ABR) if the configuration is predicted to be
 1. unrealistic
 2. not fulfilling basic quality requirements
 3. not fulfilling the bitrate budget
5. The camera shall provide configurable compression levels.
6. The camera shall support motion estimation in H.264/MPEG-4 Part 10/AVC.
- d. Transmission
 1. The camera shall allow for video to be transported over:
 - a. HTTP (Unicast)
 - b. HTTPS (Unicast)
 - c. RTP (Unicast & Multicast)
 - d. RTP over RTSP (Unicast)
 - e. RTP over RTSP over HTTP (Unicast)
 2. The camera shall support Quality of Service (QoS) to be able to prioritize traffic.
- e. Image
 1. The camera shall incorporate automatic and manual white balance.
 2. The camera shall incorporate an electronic shutter operating in the range of 1/33500s to 1/10 s.
 3. The camera shall incorporate forensic wide dynamic range functionality, providing up to 120 dB dynamic range.

4. The camera shall support manually defined values for:
 - a. Saturation
 - b. Contrast
 - c. Sharpness
 - d. Brightness
5. The camera shall incorporate a function for optimization of low light behavior.
- f. Audio
 1. The camera shall support two-way audio connectivity via portcast technology with an accessory audio and I/O interface device.
- g. User Interface
 1. Web server
 - a. The camera shall contain a built-in web server making video and configuration available to multiple clients in a standard operating system and browser environment using HTTP, without the need for additional software.
 - b. Optional components downloaded from the camera for specific tasks shall be signed by an organization providing digital trust services, such as Verisign, Inc.
 2. Language Specification
 - a. The camera shall provide a function for altering the language of the user interface, and shall include support for at least 10 different languages.
 3. IP addresses
 - a. The camera shall support both fixed IP addresses and dynamically assigned IP addresses provided by a Dynamic Host Control Protocol (DHCP) server.
 - b. The camera shall allow for automatic detection of the camera based on UPnP and Bonjour when using a PC with an operating system supporting this feature.
 - c. The camera shall provide support for both IPv4 and IPv6.
 - d. The camera shall provide support for IPv6 USGv6.
 - h. Event functionality
 1. The camera shall be equipped with an integrated event functionality:
 - a. Detectors functionality
 1. Video motion detection
 2. Shock detection
 - b. Hardware functionality
 - c. Input Signal functionality
 1. External input
 2. Manual trigger / virtual Inputs
 3. Camera tampering
 - d. Storage functionality
 - e. System functionality
 1. Embedded third-party applications
 2. Edge storage fail-over recording detection
 2. Response to triggers shall include:
 - a. Send notification, using HTTP, HTTPS, TCP or email
 - b. Send images, using FTP, SFTP, HTTP, HTTPS, network share or email
 - c. Send video clip, using FTP, SFTP, HTTP, HTTPS, network share or email
 - d. Send SNMP trap message
 - e. Recording to local storage and/or network attached storage
 - f. Day/Night Vision Mode
 - g. Overlay Text
 3. The camera shall provide memory for pre & post alarm recordings.
 - i. Edge storage
 1. The camera shall support continuous and event controlled recording to:
 - a. Local memory added to the cameras microSD-card slot

- b. Network attached storage, located on the local network.
- 2. The camera shall incorporate encryption functionality for the SD card (AES-XTS-Plain64 256bit).
- 3. The camera shall be able to detect and notify edge storage disruptions.
- j. Protocol
 - 1. The camera shall incorporate support for at least IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS, HTTP/2, SSL/TLS, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP® , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, DHCPv4/v6, SOCKS, SSH, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf).
 - 2. The SMTP implementation shall include support for SMTP authentication.
- k. Text overlay
 - 1. The camera shall:
 - a. Provide embedded on-screen text with support for date & time, and a customer-specific text, camera name, of at least 45 ASCII characters.
 - b. Provide the possibility to choose different font sizes for embedded on-screen text, and to use white or black text on at least four different backgrounds.
 - c. Provide the ability to manually set up and configure privacy masks to the image.
 - d. Allow for the overlay of a graphical image, such as a logotype, into the image.
- l. Security
 - 1. The camera shall support the following:
 - a. Secure web browsing
 - 1. The use of HTTPS and SSL/TLS, providing the ability to upload signed certificates to encrypt and secure authentication and communication of both administration data and video streams.
 - 2. Restrict access to the built-in web server by usernames and passwords at three different levels.
 - b. Certificate management
 - 1. Provide centralized certificate management, with both pre-installed CA certificates and the ability to upload additional CA certificates. The certificates shall be signed by an organization providing digital trust services.
 - c. Enhanced security features
 - 1. The use of signed firmware validates the firmware's integrity before accepting to install it.
 - d. Authentication
 - 1. IEEE 802.1x (EAP-TLS) authentication.
 - 2. Restrict access to pre-defined IP addresses, commonly known as IP address filtering.
 - e. Brute force delay protection
 - 2. Firmware support
 - a. The manufacturer must provide firmware with long-term support that only contains corrections for critical bugs, security flaws and performance issues.
 - b. The device should maintain high-level cybersecurity without introducing any significant functional changes or affecting any existing integrations.
 - m. API support
 - 1. The camera shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third party applications.
 - 2. The camera shall conform to ONVIF profile G as defined by the ONVIF Organization.
 - 3. The camera shall conform to ONVIF profile S as defined by the ONVIF Organization.
 - 4. The camera shall conform to ONVIF profile T as defined by the ONVIF Organization.
 - n. Embedded applications
 - 1. The camera shall provide a platform allowing the upload of third-party applications into the camera.
 - o. Installation and maintenance

1. The camera shall be supplied with Windows-based management software which allows the assignment of IP addresses, upgrade of firmware and backup of the cameras' configuration.
2. The camera shall support the use of SNMP-based management tools according to SNMP v1, 2c & 3 / MIB-II.
3. The camera shall allow updates of the software (firmware) over the network, using FTP or HTTP.
4. The camera shall provide the ability to apply a rectangle of customer-defined number of pixels to the image, which can be used as a pixel counter identifying the size of objects in number of pixels.
5. The camera shall accept external time synchronization from an NTP (Network Time Protocol) server.
6. The camera shall store all customer-specific settings in a non-volatile memory that shall not be lost during power cuts or soft reset.

p. Access log

1. The camera shall provide a log file, containing information about the 250 latest connections and access attempts since the unit's latest restart. The file shall include information about the connecting IP addresses and the time of connecting.
2. Provide a connection list of all currently connected viewers. The file shall include information about connecting IP address, time of connecting and the type of stream accessed.

q. Camera diagnostics

1. The camera shall be equipped with LEDs, capable of providing visible status information. LEDs shall indicate the camera's operational status and provide information about power, communication with receiver, the network status and the camera status.
2. The camera shall be monitored by a Watchdog functionality, which shall automatically re-initiate processes or restart the unit if a malfunction is detected.
3. The camera shall send a notification when the unit has re-booted and all services are initialized.

r. Hardware interfaces

1. Network interface

- a. The camera shall be equipped with a shielded 10BASE-T/100BASE-TX/1000BASE-T Ethernet-port using a RJ45 connector, and shall support auto negotiation of network speed and transfer mode (full and half duplex).

2. Inputs/Outputs

- a. The camera shall provide I/O connectivity via portcast technology with an accessory audio and I/O interface device.

3. Audio

- a. The camera shall support two-way audio connectivity via portcast technology with an accessory audio and I/O interface device.

s. Enclosure

1. The camera shall:

- a. Be manufactured with an IP66-/IP67- and NEMA 4X-rated, IK10-rated impact-resistant casing with polycarbonate hard coated clear dome.
- b. Be fitted with a dehumidifying membrane.

t. Power

1. Power over Ethernet Plus (PoE+) IEEE 802.3at Type 1 Class 3

- a. Max: 12.9 W
- b. Typical: 7 W

u. Environmental

1. Operate in a temperature range of -30 °C to 50 °C (-22 °F to 122 °F).
2. Operate in a maximum temperature (intermittent) of 60 °C (140 °F)
3. Operate in a humidity range of 10 -100% RH (condensing).

PART 3 EXECUTION

3.01 INSTALLATION

- A. The contractor's or subcontractor's main resources within the project shall carry proper professional certification issued by the manufacturer and verified by a third-party organization to confirm sufficient product and technology knowledge.
- B. The contractor shall carefully follow instructions in documentation provided by the manufacturer to ensure all steps have been taken to provide a reliable, easy-to-operate system.
- C. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.
- D. All firmware found in products shall be the latest and most up-to-date version as specified by the manufacturer, or by the product component provider.
- E. All equipment requiring users to log on using a password shall be configured with user/site-specific password/passwords. No system/product default passwords shall be allowed.
- F. A proper installation shall meet NEC (National Electrical Code – US only) per the guidelines of that year's revision. When properly installed equipment meets Low Voltage, Class 2 classification of the NEC.

Environmental Enclosure/Housing

The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed 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 camera-mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector.

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.

CCTV Dome Camera Mounting Supports

The Contractor shall furnish and install a Pole Mount Bracket with integral IDC wire termination inside the bracket for camera installation on CCTV camera poles and light poles and stainless steel banding as required.

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.

Connecting Cables

The Contractor shall furnish and install outdoor rated, shielded CAT 5E cable at the locations shown on the plan sheets. The cable shall be terminated using the terminal block inside the camera bracket and the IDC connector and pre-formed IP66 rated RJ-45 connector on the camera end and a shielded RJ-45 connector in the cabinet. The Contractor shall test the cable prior after termination.

Cable will be paid for separately under the pay item CAT 5 ETHERNET CABLE.

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.

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 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.

Method of Measurement. 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.

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

CAT 5 ETHERNET CABLE

This work shall be in accordance with Sections 873, 1076, and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing an outdoor rated CAT5E cable in conduits, handholes, and poles.

The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed For Outdoor Above- Ground or Conduit Duct applications
- Cat5E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard
- Shielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant
- Water Blocking Gel

Basis of Payment: This work will be paid for at the contract unit price per Foot for CAT 5 ETHERNET CABLE, which shall be payment in full for all labor, equipment, and materials required to provide and install the cable described above, complete.

ETHERNET CONVERTOR

Description. This work shall consist of furnishing and installing an outdoor rated industrial power over ethernet extender and all other components 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 ethernet extender shall be an industrial outdoor rated ethernet extender that is IEEE 802.3af, IEEE 802.3at, and high PoE 60W compatible.

The Contractor shall provide all materials required to install the ethernet extender inside a proposed camera pole or existing light pole at the locations shown on the plan sheets.

The Contractor shall submit catalog cut sheets to the Department for all items that will be utilized for review prior to commencing work.

The ethernet extender shall be compatible with the proposed CCTV cameras and meet or exceed the following specifications:

PART 1 GENERAL

1.01 SYSTEM DESCRIPTION

A. General Requirements

1. The specified unit shall be of manufacturer's official product line, designed for commercial and/or industrial 24/7/365 use.

2. The specified unit shall be based upon standard components and proven technology using open and published protocols.

3. Related Requirements

- a. 28 05 07.21 PoE Power Sources for Electronic Safety and Security
- b. 28 05 11 Cyber Security Requirements for Electronic Safety and Security
- c. 28 05 19 Storage Appliances for Electronic Safety and Security
- d. 28 05 21 Network Attached Storage for Electronic Safety and Security
- e. 28 05 23 Storage Area Network for Electronic Safety and Security
- f. 28 23 11 Video Management System Analytics
- g. 28 23 13 Video Management System Interfaces

B. Sustainability

1. The specified unit shall be manufactured in accordance with ISO 14001.

2. The specified unit shall be compliant with the EU directives 2011/65/EU (RoHS) and 2012/19/EU (WEEE).

3. The specified unit shall be compliant with the EU regulation 1907/2006 (REACH).

4. The specified unit, including all its components, shall not contain any added PVC.

5. The manufacturer shall have signed and support the UN Global Compact initiative as defined by United Nations.

1.02 CERTIFICATIONS AND STANDARDS

A. General abbreviations and acronyms

- 1. FTP: File Transfer Protocol
- 2. IEEE 802.1x: Authentication framework for network devices
- 3. IP: Internet Protocol
- 4. ISO: International Standards Organization
- 5. LED: Light Emitting Diode
- 6. PoE: Power over Ethernet (IEEE 802.3af/at) standard for providing power over network cable

B. The specified unit and its components shall carry the following EMC approvals:

- 1. EN 55032 Class B
- 2. EN 55024
- 3. FCC Part 15 Subpart B Class B
- 4. ICES-003 Class A
- 5. VCCI Class B
- 6. RCM AS/NZS CISPR 32 Class B

- 7. KC KN32 Class A
- 8. KC KN35

C. The specified unit shall meet the following product safety standards:

- 1. IEC/EN 62368-1

D. The specified unit shall meet the following standards

- 1. Networking:
 - a. IEEE 802.3af/802.3at (Power over Ethernet)

1.03 QUALITY ASSURANCE

A. The contractor or security sub-contractor shall be a licensed security contractor with a minimum of five (5) years' experience installing and servicing systems of similar scope and complexity and evidence that is completed at least three (3) projects of similar design and is currently engaged in the installation and maintenance of systems herein described.

B. All installation, configuration, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.

C. The contractor or designated sub-contractor shall submit credentials of completed manufacturer certification, verified by a third party organization, as proof of the knowledge.

D. The contractor shall provide four (4) current references from clients with systems of similar scope and complexity that became operational in the past three (3) years. At least three (3) of the references shall be utilizing the same system components, in a similar configuration as the proposed system

E. The specified unit shall be manufactured in accordance with ISO9001.

1.04 WARRANTY

A. The manufacturer shall provide a five (3) year limited hardware warranty for product that is free from defects in design, workmanship and materials under substantiated normal use. Defective products under the warranty period will be either repaired or replaced by the manufacturer.

PART 2 PRODUCTS

2.01 GENERAL

A. Units shall be IP-based and comply with established network and video standards.

2.03 VIDEO SURVEILLANCE UNITS

A. The Outdoor PoE Extender

- 1. The Outdoor PoE Extender shall meet or exceed the following design specifications:
 - a. The product shall be able to provide PoE and High PoE data rate.
 - b. The product shall provide full functionality, including 100/100Mbps symmetrical data for up to 300 m / 984 ft.

- c. The product shall support Plug-and-Play installation and shall automatically detect PoE and High PoE enabled devices, supplying in-line power.
- d. The product shall be equipped with Green/Yellow LED display that provides information of network connectivity and power status.
- e. The product shall provide extended network connectivity and power supply to connected products.
- f. Hardware interfaces
 - 1. Power
 - a. The product shall provide outdoor extension for power over Ethernet IEEE 802.3af/802.3at Type 1 Class 3 with maximum power consumption at 13W.
 - 2. Network interface
 - a. The product shall be equipped with shielded RJ45, EIA 568A and 568B connectors.
 - b. The product shall be manufactured with an IP66/IP67-rated PVC free, polycarbonate casing.
- g. Enclosure
- h. Environmental
 - 1. The product shall:
 - a. Operate in a temperature range of -40 °C to 60 °C (-40 °F to 140 °F).
 - b. Operate in a humidity range of 0 to 85% RH (non-condensing).

PART 3 EXECUTION

3.01 INSTALLATION

- A. The contractor's or subcontractor's main resources within the project shall carry proper professional certification issued by the manufacturer and verified by a third-party organization to confirm sufficient product and technology knowledge.
- B. The contractor shall carefully follow instructions in documentation provided by the manufacturer to ensure all steps have been taken to provide a reliable, easy-to-operate system.
- C. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.
- D. All firmware found in products shall be the latest and most up-to-date version as specified by the manufacturer, or by the product component provider.
- E. All equipment requiring users to log on using a password shall be configured with user/site-specific password/passwords. No system/product default passwords shall be allowed.
- F. A proper installation shall meet NEC (National Electrical Code – US only) per the guidelines of that year's revision. When properly installed equipment meets Low Voltage, Class 2 classification of the NEC.

Basis of Payment: This work will be paid for at the contract unit price per each for ETHERNET CONVERTOR, which shall be payment in full for all labor, equipment, and materials required to provide and install the equipment described above, complete.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or

- (d) Disqualifying the Contractor from future bidding as non-responsible.

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected

for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
 - (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address

efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute

work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

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

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be

made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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

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

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

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

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. The lights shall be in operation while the vehicle or equipment is engaged in construction operations.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **30** working days.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#).

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

