

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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Proposal Submitted By
Name
Address
City

Letting September 20, 2013

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Route FAP 761
Project FBD-0761(013)
District 8 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

Page intentionally left blank

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PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Project FBD-0761(013)
Route FAP 761
District 8 Construction Funds**

This project consists of constructing and delivering a barge ferry and push boat for the Kampsville Ferry east of Kampsville.

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

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Section No. _____

County _____

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

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will be used.**

Check box Yes
 Check box No

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

10. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

CONTRACT NUMBER

76G16

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

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

I. GENERAL

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

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

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

II. ASSURANCES

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

A. Conflicts of Interest

1. The Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

B. Negotiations

1. The Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Code provides:

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

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

D. Revolving Door Prohibition

1. The Code provides:

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

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

E. Reporting Anticompetitive Practices

1. The Code provides:

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

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

F. Confidentiality

1. The Code provides:

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

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

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G. Insider Information

1. The Code provides:

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

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

III. CERTIFICATIONS

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

A. Bribery

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

1. The Code provides:

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

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

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C. Debt Delinquency

1. The Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Code provides:

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

H. International Anti-Boycott

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

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

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

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

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J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

/ ___ / Company has no business operations in Iran to disclose.

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

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

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

NA-FEDERAL

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

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary. _____

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

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SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



RETURN WITH BID

**Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Project FBD-0761(013)
Route FAP 761
District 8 Construction Funds**

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____
Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A TOTAL Workforce Projection for Contract												TABLE B CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT				
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES				TOTAL EMPLOYEES		MINORITY EMPLOYEES	
	M	F	BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES		M	F	M	F
			M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
TOTAL																

TABLE C TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

FOR DEPARTMENT USE ONLY

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

Note: See instructions on page 2

RETURN WITH BID

**Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Project FBD-0761(013)
Route FAP 761
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Project FBD-0761(013)
Route FAP 761
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

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



Return with Bid

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

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this _____ day of _____ A.D., _____ .

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

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

My commission expires _____

Notary Public

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

Electronic Bid Bond ID#

Company / Bidder Name



Signature and Title

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

_____ Company

By _____

Title _____

Date _____

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

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

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

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



Subcontractor Registration _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract _____

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items

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

(4) Commitment

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

Signature for Prime Contractor

Signature for DBE Firm

Title _____

Title _____

Date _____

Date _____

Contact _____

Contact Person _____

Phone _____

Phone _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

E _____

WC _____

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Project FBD-0761(013)
Route FAP 761
District 8 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

1. The Code provides:

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Code provides:

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

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

E. Section 42 of the Environmental Protection Act

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Name of Subcontracting Company</p> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>		
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

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

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m September 20, 2013. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 76G16
CALHOUN-GREENE Counties
Section 101-I-2
Project FBD-0761(013)
Route FAP 761
District 8 Construction Funds**

This project consists of constructing and delivering a barge ferry and push boat for the Kampsville Ferry east of Kampsville.

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

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

By Order of the
Illinois Department of Transportation

Ann L. Schneider,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-13)

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

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2 X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	38
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8 Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	61
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13 Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	74
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15 PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	77
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21 Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	88
22 Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	90
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24 Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	94
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26 English Substitution of Metric Bolts (Eff. 7-1-96)	96
27 English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	97
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29 Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	99
30 Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11)	102
31 Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	110
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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAP Route 761 (IL 108); Project FBD-0761 (013); Section 101-I-2; Calhoun and Greene Counties; Contract No. 76G16 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

New vessel construction for Barge Ferry and Pushboat for the Kampsville Ferry East of Kampsville, IL.

DESCRIPTION OF PROJECT

This project consists of the construction and delivery of new Barge Ferry and Pushboat to carry passengers and vehicles across the Illinois River at Kampsville, IL. The intent of these provisions, together with the accompanying contract drawings and contract guidance drawings, is to show the design of a new Barge Ferry and Pushboat. This ferry system is owned and operated by the Illinois Department of Transportation (IDOT) Region 5 District 8.

The provision "New Vessel Construction for Barge Ferry and Pushboat" contains information related to the new vessels. Part I sets forth the basic characteristics of the design and general provisions for its construction. Part II sets forth technical requirements of the design and its construction. Part III sets forth basis of payment.

PREQUALIFICATION

This project will only be awarded to contractors who are prequalified with the Illinois Department of Transportation in the following major type of construction:

- Marine Construction

PART 1

CONTRACT REQUIREMENTS FOR PASSENGER/VEHICLE FERRY BARGE AND PUSHBOAT (KAMPSVILLE FERRY)

010 INTRODUCTION

011 STATEMENT OF PROJECT

The State of Illinois intends to acquire under one Contract, from the same Builder, a new ferry barge and dedicated pushboat to operate on the Illinois River at Kampsville in West Central Illinois, carrying State FAP Route 761 between Calhoun and Greene counties.

The barge will be of flush deck design, 120 x 35 x 4.75 feet, with rakes and aprons at both ends. It will be unpropelled and will be fitted with an "A-frame" arm on its port side amidships which shall be linked to the pushboat through a ball-and-socket joint. The pushboat will have pneumatically-actuated latches on each side, aft, and will tow the barge alongside; alternating directions for each crossing.

The twin screw pushboat will be 55 x 18 x 7 feet, with two steering and four flanking rudders, and is intended to operate as the dedicated propulsion unit for the ferry barge. The pushboat and barge will operate on a continuous schedule, 24 hours per day, with a peak operating frequency of twelve (12) crossings per hour. Usage will be over 8,000 hours of operation and as many as 1,000,000 gear shifts and steering movements per year.

020 GENERAL ADMINISTRATIVE REQUIREMENTS

021 INTENT

These Specifications and the accompanying Contract Drawings describe the equipment, construction, outfit and standards to be incorporated in a 120 x 35 foot non-self-propelled flat deck ferry barge ("the Ferry") and a 55 x 18 foot pushboat ("the Pushboat"), (collectively, "the Vessel(s)"), to be constructed for the ILLINOIS DEPARTMENT OF TRANSPORTATION, Springfield, Illinois (hereinafter called "the State", or "IDOT", or "Owner"); to a design by TIMOTHY GRAUL MARINE DESIGN, Sturgeon Bay, Wisconsin. The entity contracted by the State to construct, test and deliver the Vessels shall be referred to herein as "Contractor", "Builder", or "Fabricator". The separate entity contracted by the State to represent IDOT during construction, testing, and delivery shall be referred to herein as the "Owner's Representative".

022 DEFINITIONS

0.22.1 Whenever brand names, manufacturers and/or model numbers are specified herein and the terms "or equal" or "or approved equal" do not appear, it is intended that Builder shall furnish that material and no other, for reasons of commonality, unique characteristics or suitability for the application.

0.22.2 When the term "or equal" appears after a citation, the cited brand/make/model is given as an example of the required level of quality, capacity, characteristics or performance.

0.22.3 When the term "or **approved** equal" is used, it is required that the Builder obtain the Owner's specific approval before incorporating any alternate material for the make or model specified.

023 CHANGES

0.23.1 A detailed description of any proposed change, including the effect of that change on project cost, weight and delivery date, shall be prepared by the Contractor and submitted to the Owner prior to deviating from the Contract Plans and/or the Specifications. The change shall be approved, signed and returned to Builder before effecting any change.

0.23.2 The Contractor is provided herein with the original plan drawings of the barge ferry and pushboat vessels which were designed by Timothy Graul Marine Design. Any subsequent vessel plan drawing or specification modifications required for bringing the vessels to currency under USCG, EPA, or other governing bodies rules and regulations, including any modifications necessary for conforming to specifications contained herein, shall be the sole responsibility of the Contractor. The Contractor is notified that drawing and/or specification modifications may be required anytime during the USCG/Owner review, approval, certification, and/or acceptance processes. Any Contractor drawing modifications shall first be submitted to the Owner for review and approval. This includes any required submittals to the USCG. Once approved by the Owner, the Contractor will then submit the Owner-approved vessel drawings along with any required specifications and other documents to the USCG for approval. This work will not be paid for separately but shall be included in the contract unit bid price per each of PUSHBOAT and/or BARGE FERRY.

024 REGULATORY APPROVALS AND CERTIFICATIONS

024.1 The Contractor shall ensure that the Ferry barge complies with USCG regulations for Small Passenger Vessels, as set forth in 46 CFR Subchapter T, and structural requirements of ABS Rules for Building and Classing Steel Barges – 2009 (updated to 2013), hereafter referred to as "ABS Steel Barge Rules", for a double-ended rake barge with deck cargo. The Barge Ferry will be inspected by the cognizant USCG OCMI for issuance of a Certificate of Inspection.

024.2 The stability and subdivision regulations of Subchapter S (46 CFR 170 - et seq.) will be applied as applicable.

024.3 The Contractor shall be responsible for obtaining tonnage measurement and official documentation from the U.S. government as detailed in Section 025.

024.4 The Contractor shall ensure that the Pushboat complies with USCG regulations contained in 46 CFR Subchapter C – “Uninspected Vessel”, and additionally the applicable Part 27 – “Towing Vessels” under this Subchapter. However, these Specifications and the Contract Plans in many cases exceed the requirements of Subchapter C, and shall be complied with. The Pushboat will be built following the guidance provided in the ABS Rules for Building and Classing Steel Vessels for Service on Rivers and Intracoastal Waterways – 2007 (Updated to 2013), hereafter referred to as the “ABS River Rules”.

The Pushboat shall be built to the following specific requirements in the ABS River Rules:

Part 2 - Materials and Welding

Part 3 / Chapter 2 / Section 4 – Towboats

Part 3 / Chapter 2 / Section 6 - Weld Design

Part 4 / Chapter 3 - Pumps and Piping Systems

024.5 Electrical systems for the Barge Ferry and Pushboat electrical installations will comply with requirements of 46 CFR Subchapter J – Electrical Engineering, IEEE No. 45 standards, NFPA 70. In addition the Barge Ferry electrical system installation shall comply with 46 CFR Subchapter T – Small Passenger Vessels (Under 100 Gross Tons). The Pushboat electrical installations shall also comply with ABS Rules for Building and Classing Steel Vessels Under 90 Meters – 2013, Part 4, Chapter 6, Section 5.7 “Electrical Plants of Less Than 75 kW”.

024.6 All items requiring USCG approval are listed in the most recent issue of COMDTINST M16714.3, "Equipment Lists", and if not, the Contractor shall submit a USCG approval affidavit which is to be furnished to the Owner’s Representative.

024.7 The Contractor will apply for inspection as specified in the Code of Federal Regulations (46 CFR 176) to issue a Certificate of Inspection (COI) for the new Barge Ferry, in which the application for initial inspection of the vessel must be submitted by the Contractor prior to the start of construction. The Contractor shall call out, schedule and coordinate Coast Guard inspections, and have all work inspected and approved by the U.S. Coast Guard (USCG) during construction and testing. The Coast Guard Inspector must approve all USCG-inspected work before the Owner (or Owner’s Representative) will accept it.

024.8 The applicable sections of the following publications shall be considered as having the same force as if they were included verbatim in these Specifications:

- a. USCG "Rules and Regulations for Small Passenger Vessels"
(46 CFR 175.100-184.710)
- b. USCG Stability and Subdivision Regulations (46 CFR Parts 170-171)
- c. Inland Navigational Rules Act of 1980 (Public Law 96-591);
Comdtinst M16672.2 ("1972 COLREGS")
- d. FCC Regulations

024.9 The following documents shall be provided by the Builder, and those required by law to be displayed shall be mounted in frames in the pilothouse or on the barge.

Certificate of Inspection
Certificate of Enrollment
Tonnage Certificate
Radio Station License
Emergency Check-Off List
Safety Plan

024.10 The Contractor will make all arrangements to obtain the Stability Letter for the barge will be obtained from the Coast Guard, who will conduct a deadweight survey as set forth in paragraph 026.3 hereof. Details for stability testing are set forth in Section 094.12.

025 ADMEASUREMENT AND DOCUMENTATION

025.1 Builder shall submit the barge's Tonnage Plan, and any required supporting plans and calculations, for determination of the vessel's gross and net tonnage under both the U.S. (Regulatory) and International Convention systems, as required by law. The Builder's attention is directed to the fact that certain structural details as depicted on the barge drawings must be complied with in order to obtain a US gross register (regulatory) tonnage less than 100.

025.2 Builder shall advise when the barge is ready for inspection and verification of dimensions. Upon such verification and receipt of the vessel's tonnage and official number assignments, Builder shall mark them on the vessel as required.

025.3 All costs associated with determination and assignment of the vessel's tonnage, including all fees, shall be paid for at the contract unit price per Lump Sum for GROSS TONNAGE CALCULATIONS. The Contractor is advised to obtain a quotation from an authorized Classification Society (ABS or DNV) for admeasurement.

025.4 Both the barge and the pushboat shall be enrolled as United States vessels (e.g., "documented"). Builder shall provide all services required to enroll the vessels, to obtain and mark their official numbers as required by law and to provide the vessels' Certificates of Enrollment.

026 SUPERVISION/INSPECTION

026.1 The construction of the barge only shall be under the inspection of the cognizant Marine Inspection Office of the U.S. Coast Guard. Access to work shall be afforded to Coast Guard inspectors at all reasonable times, and Builder shall notify the Coast Guard of salient inspection points as mutually agreed.

026.2 The Owner's Representative is hereby designated as the Owner's authorized representative in all matters related to the construction of both vessels, except for authorizing change orders or modifying the vessel construction Contract.

026.3 When the barge is substantially complete and all significant weights are on board, the Contractor will conduct a deadweight survey, witnessed by the Owner's Representative and the USCG. Results of the deadweight survey will be used by the Contractor to prepare final stability calculations which he/she will submit to the USCG in order that the vessel's Stability Letter may be issued.

072 WORKMANSHIP

072.1 Fitting

Proper shipbuilding techniques and practices shall be employed in all areas. Careful attention shall be given to alignment of opposing members across bulkheads. There shall be no hard spots or sharp-cornered notches (all cuts in primary structure shall have radius corners). Concentrated loads shall be dispersed by means of doublers, inserts, brackets and gussets. Limbers for thorough drainage shall be provided throughout all internal structure and on deck. Overhead structure shall also be limbered to allow unrestricted air flow to vents.

072.2 Tightness

All shell seams and tank boundaries shall be tested for tightness equivalent to USCG standards. Radiographic inspection of welds is not contemplated, but may be used by Builder at his option.

072.3 Piping

Piping installations shall be to the highest commercial standard, equal to Coast Guard regulations. Piping shall be adequately supported and protected against damage by or injury to passengers, crew and vehicles. Piping shall be routed to avoid access openings and manholes and, in general, shall be kept as close to bulkheads, decks and primary structure as possible.

074 WELDING

All welding shall be performed by qualified welders to acceptable procedures according to the requirements of ABS. They shall be proficient for the type of work that they are, or maybe assigned to.

Although the Ferry will not be ABS Classed, welds, weld procedures, and welder qualifications and certifications shall conform to the requirements of ABS Rules for Materials and Welding Part 2.

Contractor shall develop the welding procedure and certify all welders used on the construction meet the satisfaction of ABS and USCG requirements.

Welding certificates and procedure shall be provided to the Owner prior to the start of construction.

Weld Inspection and Defect Repair:

Welds for the Pushboat will be inspected by a Certified welding Inspector at the Contractors expense and welds for the Barge Ferry will be inspected by USCG during in-process construction. Additionally, the Owner and an appropriate Contractor shall jointly inspect completed structural work. Unsatisfactory welding found during Contractor or joint inspections will be corrected and all work associated with the removal and replacement of defective welds shall be at the Contractor's expense.

Weld inspections shall occur prior to any painting of welds and shall be made by either visual, radiographic, ultrasonic, hydrostatic, air or magnetic tests, separately or in combination, as required by ABS or the Owner. All weld inspection equipment, inspection equipment operators and materials shall be furnished by the Contractor, at no expense to the Owner. No weld inspection shall take place without 24-hour notification of same.

Testing, inspection, and acceptance of welds shall be in accordance with ABS "Requirements for Radiographic Inspection of Hull Welds" and "Non Destructive Inspection of Hull Welds 1986". (latest version)

Any internal/external defects or other welding deficiencies found to be unsatisfactory to the Owner, will be corrected by the Contractor and re-inspected/tested (the test method to be approved by the Owner), at the Contractor's expense.

Welding on the shell, superstructure and exposed interior surfaces shall be performed in a sequence that will preclude significant locked-in stresses and produce surfaces that are fair and free of buckles, bulges and other surface irregularities.

Steel to be welded shall be kept entirely free of paint or oil other than "weld-through" primers. All welds shall be uniform and free from defects such as slag inclusions, porosity, incomplete penetration, and undercutting and neatly finished. Unsightly and excessive weld splatter and tack welds shall be removed.

Continuous welding for sealing purposes shall be performed on both sides of all structure and attachments exposed to weather. On the Barge all welding of deck frames and bulkheads to deck shall be continuous. Welding on the shell, decks, and exterior bulkheads is to be performed in a sequence that will produce surfaces that are free of buckles, bulges and other surface irregularities.

Tank boundary connections are to have double continuous welding. In lieu of double continuous welding tight boundaries of dry spaces may have intermittent welding on one side and continuous welding on the opposite side. Tee-type end connections where fillet welds are used are to have continuous welds on each side. In general the leg sizes of the welds are to be not less than 3/4 times the thickness of the thinner member being attached, but in special cases where heavy members are attached to relatively light plating, the sizes may be modified. Where only the webs of girders, beams and stiffeners are required to be attached to plating, it is recommended that the unattached face plate or flanges be cut back.

The stem of a non-watertight tee connection is to be scalloped in way of the joint of both members forming the tee. Lapped joints are generally to have overlaps of width not less than twice the thinner plate thickness plus 1.0 inch. Both edges of an overlap joint are to have fillet welds which, depending on the members to be connected, may be continuous or intermittent.

Overlapped end connections of longitudinal strength members are to have continuous fillet welds on both edges to the thickness of the thinner of the two plates joined. All other overlapped end connections are to have continuous welds on each edge of sizes such that the sum of the two is not less than 1.5 times the thickness of the thinner plate. For channel members not attached to plating, the minimum weld area of the end connections based on the throat dimension of the fillet is not to be less than 75% of the sectional area of the channel.

All foundations shall be welded 100% double continuous.

Peening of weld material shall not be allowed.

Cut edges shall be neatly formed and cleaned for welding. All sharp or ragged edges exposed to personnel or equipment contact, or otherwise hazardous, shall be made smooth to avoid injury or damage to equipment.

Plug welds or slot welds may be specially approved for particular applications. Where used in the body of doublers and similar locations, such welds may be spaced about 12 inch between centers in both directions.

The foregoing specifies minimum requirements for electric-arc welding in hull construction. Alternative methods, arrangements and details, such as those in the ABS Steel Vessel Rules, will be considered for approval.

Radiographic inspection of welds or other appropriate inspection techniques shall be performed by the Contractor according to a testing plan to be prepared by the Contractor and approved by the Owner (or Owner's Representative). This plan shall comply with the ABS Rules for Nondestructive Inspection of Hull Welds, and shall identify, on a construction drawing, each location to be inspected. The plan shall be submitted to the Owner (or Owner's Representative) prior to the commencement of any welding. The weld inspection and testing shall be wholly at the Contractor's expense.

Should the radiographic inspection reveal a defective weld, the testing shall be expanded until a sound weld is located.

075 THREADED FASTENERS

075.1 Threaded fasteners shall in general be SAE grade 5 steel. Fasteners exposed to the weather or under water shall be of type 316 stainless steel, or bronze.

075.2 Bolts used to mount engines, reduction gears and other machinery to foundations shall be SAE Grade 8. Coupling bolts, and all bolts used in assembling and mounting steering gear, latch mechanisms and barge/pushboat hitch components shall be Grade 8.

078 MATERIALS

078.1 All structural steel shall have chemical and physical properties equivalent to ABS grade "A" or ASTM-A36: a minimum tensile strength of 58,000 to 71,000 pounds per square inch, elongation of 24 percent in two inches, and a minimum yield point of 34,000 pounds per square inch. Mill certificates shall be provided.

078.2 Other materials shall have properties as specified herein or in the applicable references.

085 DRAWINGS

085.1 Contract Drawings are drawings forming part of the Specifications which illustrate design features of the vessel from which no departure is permitted unless such departure is specifically approved. The Contract Drawings for each vessel shall be as listed in Section 085 of the respective Specifications.

085.2 Construction Drawings are drawings which may be necessary for construction of the vessel, and are prepared by the Builder in compliance with these Specifications.

085.3 Reproducible Drawings are drawings from which prints can be made.

085.4 Vendor Drawings are illustrations, catalog cuts or similar documents containing equipment specifications and installation dimensions and related information.

086 PLANS AND PLAN APPROVAL

086.1 In the event changes must be made to the drawings after a construction contract has been signed, any charges or credits resulting therefrom shall be adjudicated under the "Changes" clause of the Contract. The Contractor shall be responsible for providing drawings to the USCG for review and approval .

086.2 Any shop drawings or plans produced by the Builder shall be submitted to and approved by the Owner, and USCG, if required, before they are employed in construction.

087 INSTRUCTION BOOKS

087.1 In order to assist the Owner in obtaining replacement or spare parts, service and help in the event of breakdown, Builder shall furnish to Owner copies of all purchase orders for mechanical and electrical equipment purchased for and incorporated in the vessels (with the exception of bulk material items, shop consumables and services). Purchase order copies shall be made as they are issued and collected in a common binder, indexed by vendor name and brand or trade name.

087.2 The Builder shall consolidate and bind, grouped according to sections as they appear in these Specifications, two copies of all operation, service, parts and/or technical manuals provided by the manufacturers of all equipment incorporated in the vessels.

087.3 The Builder shall also prepare instructions for the operation, startup, shutdown, layup and periodic maintenance of all systems and components incorporated in the vessels and peculiar to them. An example of such instructions is the pushboat's steering hydraulic system. Any other systems which are unique to the vessels and require specific knowledge in order to operate correctly shall be addressed. These instructions will include a list of recommended fluids for each system; fluid capacities; procedures for draining and filling, and any necessary emergency or precautionary procedures to be employed in the operation of the system.

091 INSPECTION

The Builder shall continuously inspect all workmanship and material used in the construction of the Vessels to assure that the Specifications are complied with in all respects and that the Contract Plans are followed. Owner and/or his authorized representative shall have full inspection authority at all times during construction, and shall be notified of all salient points with sufficient advance notice to permit them to observe.

092 ON-BOARD TESTS

092.1 Throughout the construction and trial period, the Contractor shall assist the USCG inspectors and the Owner (or Owner's Representative) in monitoring and inspecting the work in progress and in testing, by providing safe and well lit access to all parts of the Ferry.

092.2 After completion of the vessels and prior to acceptance trials, all systems shall be tested to assure and demonstrate compliance with these specifications, and proper operation. Tests shall be witnessed by Owner and/or his representative as required. All tests conducted by Builder shall be documented and a collection of written and signed test reports furnished to Owner at delivery.

092.3 After start-up of the main engines and certification by the engine manufacturer's representative that they have been installed in accordance with all recommendations, and upon satisfactory completion of dock trials, an underway trial shall be made to demonstrate that all associated equipment is fully operational and in satisfactory adjustment.

094 TRIALS

094.1 All vessel systems and components shall be proven by tests and trials to be adequate for the service intended and in full compliance with the Specifications and the Contract Drawings. Costs of all test and trials shall be borne by the Builder. The Contractor shall also provide the necessary personnel to conduct the tests and trials.

094.2 The Contractor shall compile a **Test Program** for all tests to be done as part of the dockside trials and the underway trials. The proposed program and all test procedures shall be submitted to the USCG and the Owner (or Owner's Representative) at least three (3) weeks prior to the start of each testing cycle. The procedure shall be approved by the USCG and the Owner (or Owner's Representative) prior to commencement of testing. The Contractor shall notify the USCG inspector and the Owner (or Owner's Representative) in writing at least one week prior to the time of each test which is to be witnessed by these parties as part of the formal approval process.

094.3 After installation and before the underway trials, **Dockside Trials** shall be conducted for all machinery, and for all mechanical, piping and electrical systems. It shall be the responsibility of the Contractor to assure that the temporary power supplied to the Pushboat and Barge Ferry's main distribution panel, for testing, is at 240/120 VAC, 1-phase, and 60 Hertz.

094.4 **Builder's Trials**, in which the boat is navigated away from the construction facility prior to the formal underway trials, will be conducted by the Contractor. In the event that the Contractor chooses to conduct informal builder's trials, the Contractor must afford the Owner (or Owner's Representative) an opportunity to witness the trials and these parties must be given at least three (3) week's advance notice prior to each builder's trial.

094.5 After successful completion of Dockside Testing and optional Builder's Trials, the Contractor will conduct formal **Final Acceptance Underway Trials** for the Pushboat and Barge Ferry prior to delivery for the purpose of testing the Pushboat and Barge Ferry as a whole and the performance of individual systems while underway. The adequacy of all vessel systems and components shall be proven by the underway trial simulating actual operating conditions; including engine/gear controls; cooling, fuel and exhaust systems; fire/bilge pumping systems; steering system; vehicle barrier and latch pneumatic system, and electrical systems. The barge shall be loaded to a draft of approximately 27 inches. Adequacy of the running lights, interior and exterior lighting systems shall be demonstrated. Any abnormal noise or vibration shall be noted and eliminated and any system or component failures or deficiencies shall be corrected at Builder's expense prior to delivery. Additionally these tests are to demonstrate that the Barge Ferry operates and maneuvers in the environment it was intended, performing its mission role docking and undocking successfully. The Underway Trials must be conducted at the Kampsville Ferry Site in the presence of the Owner and/or Owner's Representative and these parties must be given at least three (3) week's advance notice prior to each Underway Trials. It will be the responsibility of the Contractor to schedule a time mutually agreeable between the contractor and the owner and/or Owner's Representative. The Underway Trials will be conducted in two phases during a 2-4 hour underway test and evaluation period.

During the first phase the Pushboat will be demonstrated for performance and adequacy for underway operation. During the second phase the Pushboat and Barge Ferry will be demonstrated for performance and adequacy for Ferry operations and meets the Contract specifications. The Contractor shall provide an Underway Acceptance Trial Event Schedule and Test Agenda which includes all final Underway Tests that will be conducted, data forms and schedule to IDOT for approval in advance of the trials. The Contractor will coordinate the trials and arrange for data takers, Owner (or Owner's Representative) and USCG OCMI to witness Ferry operations to support Initial COI in accordance with 46 CFR Subchapter T Part 176, document design data and verify acceptable Ferry performance. Operations and design verification testing that needs to be performed while the vessel is underway shall included the following:

Phase 1 Pushboat Underway Trials: (approximately 2 hours)

- Speed-Power, Propulsion Controls, fuel consumption measurement
- Achieve Full Power Ahead, Endurance Test
- Achieve Astern Full Power, Crash back, Endurance Test
- Ahead and Astern Steering and maneuverability tests (run tests with port steering pump only, run tests again the starboard steering pump only)
- Rudder swing from 40 degrees to 40 degrees in either direction within 14 seconds while at idle
- Diesel Generator endurance validation
- Communications equipment and navigation validation
- Main Engine, Reduction Gear, Propulsion shaft seals, couplings and stern tube bearings operation
- Fire/Bilge Pump Clutch operation at full power and reduced power

Phase 2 Ferry Underway Trials: (approximately 2 hours)

- Speed-Power measurement , fuel consumption
- Achieve Full Power Ahead, Endurance Test
- Achieve Astern Full Power, Crash back, Endurance Test
- Ahead and Astern Steering and maneuverability tests
- Diesel Generator endurance and Electrical distribution system validation
- Communications equipment and navigation validation
- Tow Connection and Latch operation validation
- Vehicle Ramp/Safety Barrier operation during Ferry landing demonstration
- Barge Ferry Fire/Bilge Pump demonstration
- Navigation Lights Operation Validations
- Release and Recovery of Barge Ferry anchor

094.6 Underway trials include testing of all machinery, and all mechanical, piping and electrical systems. Conduct noise level measurements in various locations on the open deck and also inside of the pilothouse during the Phase 2 Underway trials.

094.7 An endurance run of at least two hours ahead and 15 minutes astern duration shall be conducted for Pushboat Phase 1 test and 1 hour ahead and 10 minutes astern for the Phase 2 combination Ferry Underway Trial. The total time expected to conduct the Acceptance Underway Trials is approximately 4 hours.

094.8 The Pushboat and Barge Ferry shall be subjected to crash stops from full speed in each direction to full power in the opposite direction. The time taken to bring the ferry to a stop shall be recorded. Crash stops from ahead shall be conducted by reversing the rotation of the propellers while proceeding at full speed ahead with the Pushboat aligned and latched to the Barge Ferry. Additional crash stops shall be conducted from full power astern to full speed ahead, also with the Pushboat aligned and latched to the Barge Ferry.

094.9 The ability of the Pushboat to "about-face" shall be demonstrated by unlatching, pivoting and relatching the pushboat to the barge at least eight (8) times in rapid succession. These maneuvers shall be controlled completely from the pilothouse.

094.10 During the trials and subsequent guarantee period, all machinery shall perform as specified without malfunction, overheating, or excessive vibration. If any mechanical or electrical equipment is found to be defective, it shall be corrected and trials shall be repeated to the satisfaction of the USCG inspector and Owner (or Owner's Representative) to demonstrate that its operation is in compliance with the Ferry performance that is specified.

094.11 After successful completion of all trials and tests, and upon delivery at destination the vessels shall be thoroughly cleaned. Any damaged or marred paint shall be touched up, all decks and bulkheads shall be washed down and glass shall be cleaned. After a final "walk-through" inspection and determination that all trial items have been accomplished; all spare parts and software items are on board or accounted for and the vessel is in good order, the Owner will take delivery of and make final payment for the vessel as called for in the Contract.

094.12 **Stability Calculations, Dead Weight Survey, and a test of the Barge Ferry stability and trim** shall be conducted by the Contractor, to the satisfaction of the USCG, at the Contractor's expense. This includes preparing the vessels by removing all yard equipment and tools, waste and trash, and dunnage; providing a small boat and operator for use in measuring freeboards; providing lines handlers; and providing test weights. Stability tests are to be witnessed by the Owner (or Owner's Representative) and notification of the pending stability tests will be provided three (3) weeks prior to commencement. Attention is called to 46 CFR 178 subpart C and section 179 pertaining to small ferry vessels.

095 MATERIAL AND WORKMANSHIP; WARRANTY

095.1 The Builder warrants and guarantees all Work against defects in materials, equipment or workmanship for one (1) year from the date the Vessel is accepted by Owner.

095.2 Upon receipt of written notice from Owner of the discovery of any defects, the Builder shall remedy the defects at its expense and replace any vessel parts damaged thereby and occurring within the warranty and guarantee period.

095.3 In case of Work performed by Subcontractors and where guarantees are required, the Builder shall secure warranties from said Subcontractors addressed to and in favor of Owner; deliver copies of same to Owner upon completion of the vessel, and guarantee and assume full responsibility for the full period of said warranties. Delivery of said guarantees shall not relieve the Builder from any obligations assumed under any other provisions of the Contract. All warranty/guarantee work will be through the Builder: Owner will not work directly with any subcontractors.

095.4 Over and above the warranty of para 0.95.1 (prev. page), Builder shall warrant the integrity of the paint system of barge and towboat for a period of five (5) years from date of acceptance.

095.5 Neither the final payment nor any provision of the Contract documents shall relieve the Builder of responsibility for faulty materials or workmanship. If the Builder, after notice, fails to proceed promptly to comply with the terms of the warranty and guarantee, Owner may have the defects corrected and the Builder and its surety shall be liable for all expense incurred.

096 WEIGHTS

096.1 General

The Contractor shall prepare a Design Weight Estimate (DWE) for the Pushboat and Barge Ferry that reflects a zero angle of trim and zero angle of heel at the design draft for the final constructed vessel. It shall be used as a point of departure for updating weight reports during construction. The DWE includes the weights, centers and moments for equipment and scantlings and is based on the best information available. The Contractor is responsible for ensuring that the vessel remains within the weight envelope specified in the DWE. The Contractor shall submit the finalized DWE to the Owner for review prior to construction.

As construction proceeds, the Contractor shall update the DWE bi-monthly and submit updates of weight data to the Owner for review. The updates shall accurately reflect the current weight of the boat including updated entries for items which have been weighed and corrections to boat weight based on design or construction modifications. The weight data shall accurately reflect the condition of the boat within 10 days of the submittal date.

096.2 Weight Control

The Contractor shall prepare and implement a weight control program for the construction of the boat to ensure that the boat is delivered within the DWE. A weighting program shall be conducted to obtain actual weights of representative structures, components, materials and equipment in excess of 25lbs.

PART II

SPECIFICATIONS FOR 55 X 18 FOOT FERRY PUSHBOAT (KAMPSVILLE FERRY)

GROUP 0 GENERAL DESCRIPTION AND INFORMATION

070 GENERAL REQUIREMENTS FOR DESIGN AND CONSTRUCTION

070.1 Characteristics

The pushboat will have the following particulars:

Length, overall	55'-0"
Beam, molded	18'-0"
Depth amidships, molded	7'-0"
Draft at design waterline (projection)	4'-2"
Displacement, Light	about 117,000 pounds
Fuel capacity	approximately 3,200 gallons
Displacement, full load	about 141,000 pounds
Propulsion engines	Two: 250 SHP @ 1800 RPM
Marine gears	Twin Disc MG 5091; 3.83:1
Propellers	44 inch diameter, 4-blade
Generator Set	20kW/120/240V/1-phase
Certification	Uninspected Towing Vessel

081 MAINTENANCE (Section Reserved)

085 ENGINEERING DRAWINGS

085.1 Plans Forming Part of the Specifications

The following Contract Drawings are considered to be part of and shall have the same effect as these Specifications:

111-101	SHELL AND DECK PLATING AND FRAMING
116-101	LONGITUDINAL STRUCTURE
117-101	TRANSVERSE STRUCTURE - FRAMES 0-14
117-102	TRANSVERSE STRUCTURE - FRAMES 15-27
151-101	DECKHOUSE AND PILOTHOUSE CONSTRUCTION
233-101	MACHINERY ARRANGEMENT
243-101	SHAFTS, BEARINGS AND RUNNING GEAR
252-102	MACHINERY CONTROL SYSTEM
256-101	MACHINERY PIPING SYSTEMS
311-101	GENSET INSTALLATION
321-101	AC ELECTRICAL ONE-LINE DIAGRAM
321-102	DC ELECTRICAL ONE-LINE DIAGRAM
422-101	RUNNING LIGHTS
400-101	COMMUNICATION SYSTEMS
506-101	HULL AND TANK SOUNDS, VENTS AND FILLS
512-101	VENTILATING, HEATING AND DEFROSTING
541-101	HULL PIPING SYSTEMS (BILGE AND FUEL)
551-101	COMPRESSED AIR SYSTEM
556-101	HYDRAULIC SYSTEM
561-101	STEERING SYSTEM - CONTROL AND ACTUATION
562-101	RUDDERS, TILLERS AND TUBES
611-101	DECK FITTINGS, RAILS AND LADDERS
641-101	JOINERWORK AND INTERIOR
801-101	GENERAL ARRANGEMENT
839-101	HULL LINES AND OFFSETS

085.2 Items or features appearing or called out in one document shall be interpreted as being in all relevant documents. In case of conflict, the Owner shall be consulted for resolution.

086 PLANS AND PLAN APPROVAL

Any shop drawings, plans or sketches produced by the Builder shall be submitted to and approved for the Owner by the Owner's Representative, and USCG if required, before they are employed in construction.

GROUP 1 HULL STRUCTURE

100 HULL STRUCTURE

The vessel shall be built on a transverse system of framing with longitudinal girders and bulkheads, as shown on the drawings. There shall be no sharp corners or ragged edges anywhere. Limber and drain holes shall be provided throughout, except for the area between the engine girders in way of stuffing boxes, which shall be welded oiltight to confine any leakage and allow it to be pumped overboard by automatic bilge pumps (see 529.1).

110 SHELL AND SUPPORTING STRUCTURE

111 Shell Plating

111.1 Side shell, bottom and transom plating shall be 3/8 inch plate. Headlog and 18 inch radius corners shall be 1/2 inch plate.

111.2 Plating shall be fair and smooth, and butts and seams shall be carefully fitted and properly welded to minimize both local distortion and overall lifting of the ends.

111.3 Butt and seam welds shall be made before the shell plating is welded to internal structure. The sequence of welding shall be from centerline amidships out to sides and ends, symmetrically. All shell and deck plate butts and seams shall be welded continuously inside and outside. Watertight bulkheads shall be continuously welded to shell plate on one side; generally the side against which water could stand. Engine girders shall be continuously welded to the shell below engines and in way of shaft logs as shown on the plans to confine leakage.

114 Shell Appendages

114.1 Shaft struts shall penetrate the bottom plating and be welded to longitudinal and transverse bulkheads at deep web frame 24.

114.2 Pockets for the shaft glands shall be welded into the bottom at the aft end of the engine room at frame 20 / 21-1/2.

114.3 Recesses for main engine and the generator set keel coolers shall be provided on each side of the hull as shown on the drawings.

114.4 Connections to keel coolers shall be made in cofferdams, which shall have vent and fill plugs provided to facilitate purging the system of air.

114.5 Guards fabricated from galvanized subway grating shall be fitted over keel coolers. Guards shall be bolted in place using stainless steel hex-head bolts. Guards shall be flush with side shell.

115 Stanchions

Structural stanchions shall be installed as shown on the drawings.

116 Longitudinal Framing

116.1 Longitudinal engine girders shall be 5/16 inch plate webs with 1/2 x 4 inch flat bar flanges.

116.2 Keel shall be 3/4 x 6 inch flat bar.

116.3 Chines aft of frame 9 shall be 1-1/4 inch diameter bar, welded continuously inside and out and set flush with side and bottom plating. Bilge knuckles on forward rake shall be 3/8 inch plate, rolled to a 12 inch radius. Knuckles may be lapped or butted to side and bottom plating at Builder's option.

117 Transverse Framing

117.1 Transverse bottom frames shall be 6 x 4 x 3/8 inch angle, 24 inches on centers, or cut from plate, as shown on the plans.

117.2 Transverse side frames shall be 5 x 3 x 5/16 inch angle.

120 HULL STRUCTURAL BULKHEADS

121 Longitudinal Structural Bulkheads

121.1 Non-tight bulkheads of 1/4 inch hot rolled steel plate shall extend from the aft engine room bulkhead to the transom as on the plans. Lightening holes in the bulkheads shall be no closer to the shell than 6 inches.

121.2 The fuel tank will be formed by longitudinal bulkheads between transverse bulkheads 7 and 12. Tank bulkheads will be in line with the outboard engine girders and will be 1/4 inch plate with 3 x 3 x 1/4 inch angle stiffeners.

121.3 Nontight longitudinal bulkheads shall be constructed in the forward void between the headlog and bulkhead 7.

122 Transverse Structural Bulkheads

122.1 Transverse watertight bulkheads of 1/4 inch plate with 3 x 3 x 1/4 inch angle stiffeners on 18 inch centers shall be located at frames 7, 12 and 21.

122.2 A nontight transverse bulkhead shall be constructed in the aft void at frame 24, intercostal to longitudinal bulkheads.

130 HULL DECKS

131 Main Deck

131.1 Main deck shall be 1/4 inch mild steel plate welded flush. Transverse deck beams shall be 4 x 4 x 1/4 inch angles, 24 inches on centers; supported by longitudinal bulkheads and girders.

131.2 Main deck on each side of engine room shall be supported by 1/4 inch flanged plate brackets and a 1/4 x 6 inch coaming.

140 HULL PLATFORMS AND FLATS

Engine room walking flats shall be 1/4 inch aluminum safety tread plate, secured to steel angle frames at the height shown on the plans. Hinged access panels shall be provided to reach all fittings, valves, sumps, connections or junction boxes below the sole.

150 DECKHOUSE STRUCTURE

151 First Deckhouse Level

151.1 The main deckhouse shall be constructed of 3/16 inch hot rolled sheet with 3 x 2 x 3/16 inch angle stiffeners on nominal 16 inch centers. The forward part of the deckhouse shall be arranged as a crew duty room and for storage of spares and tools, while the after part will provide light and air to the machinery space. The forward and after sections shall be divided by a bulkhead at station 13. Access to the deck room shall be through doors on each side. Access to the engine space shall be through a door on the aft bulkhead, and an escape door on the port side.

151.2 Top of main deckhouse will be 3/16 inch sheet with 3 x 2 x 3/16 inch angle beams on 16 inch centers. Engine removal hatches with 7'-4" x 42 inch clear openings and raised covers, gasketed and secured from below, shall be fitted as shown. The top shall be bounded by a 1/4 x 6 inch flat bar fascia which is to form a 2 inch coaming all around the top. Drain pipes shall be provided aft.

151.3 A stairway shall be recessed in the aft bulkhead/top, as shown.

152 Pilothouse Level

152.1 Pilothouse shall be fabricated from 3/16 inch sheet and 3 x 2 x 3/16 angle stiffeners as shown on the drawings. A 54 inch high void space shall be provided below the pilothouse sole, to accommodate miscellaneous equipment. Access to the void space shall be through a hinged, raised-coaming door on the aft bulkhead.

152.2 Pilothouse sole and aft flat shall be 3/16 inch sheet, on 3 x 2 x 3/16 inch angle beams. The catwalk forward and on each side of pilothouse shall be open-pattern grating with a non-slip safety tread; "Grip-Strut" or equal.

152.3 Inclined ladder to pilothouse shall be constructed over a plenum for the engine room exhaust fan.

152.4 Pilothouse overhead shall be 3/16 inch sheet, and visors with rain coamings shall be provided as shown on the drawings.

160 SPECIAL STRUCTURES

161 Structural Weldments

An A-frame yoke shall be fabricated from plate and structural 6 inch square tubing to connect the pushboat to the barge. The assembly shall be adequate to transfer all propulsion and steering forces to the barge, and shall be built and welded in place as shown on drawing 611-201.

167 Hull Structural Closures

167.1 Four flush watertight hatches, 18 inches clear opening and operable from above and below, shall be fitted in the main deck for access to bow, port, starboard and stern voids. Hatches shall have steel rings welded flush in the deck and shall be Nabrico model DF-430-18D or Freeman model 18 DIMSR. Covers shall be provided with retaining chains to prevent loss overboard.

167.2 Two Nabrico DF-503 or equal flush bolted oiltight manholes, 15 x 23 inches clear opening, shall be provided in the main deck at frames 8-1/2 starboard and 11-1/2 port for access to the fuel tank.

170 MASTS, KINGPOSTS AND SERVICE PLATFORMS

179 Service Platforms

A raised platform with hinged covers of 1/4 inch aluminum tread plate shall be installed on the stern over the steering gear. The covers shall protect the steering gear from weather damage while affording easy access for maintenance and repair. Hinges shall be stainless steel, through-bolted to aluminum covers and welded to the steel boundary structure, which shall be fitted with limbers to allow drainage of rain and spray.

180 FOUNDATIONS

182 Propulsion Plant Foundations

The main engines shall be mounted on structural foundations which will properly support and position the engines in the hull. The foundations will be attached to the longitudinal engine girders, and shall be constructed as shown on the drawings.

183 Electrical Foundations

183.1 Foundations shall be provided for genset, panelboards, lighting fixtures, switches, motor controllers and wireways. Foundations shall be arranged and located to afford best access to equipment.

183.2 Foundations for two searchlights shall be installed in the pilothouse top as shown. Bases shall be elevated at least 1 inch above the pilothouse top.

184 Command and Surveillance Foundations

Navigation lights shall be mounted on light shields on top of pilothouse and to masts on main cabin and pilothouse top as indicated on drawing 422-101.

185 Auxiliary Machinery Foundations

Foundations shall be provided for all pumps and equipment. Dowel pins shall be fitted where appropriate to facilitate replacement of items removed for service.

186 Outfit and Furnishings Foundations

186.1 Headers or brackets shall be installed beneath all keels, as indicated on the plans, to distribute loads to hull structure.

186.2 Towing hitch yoke shall be securely welded to the headlog as indicated on drawing 611-201.

190 SPECIAL PURPOSE SYSTEMS

192 Compartment Testing

192.1 Bow, stern and tank voids shall be proven watertight by applying 2 psi air pressure and checking all seams and boundaries with soap solution.

192.2 The fuel tank shall be tested for tightness by filling it with water into a standpipe 11 (eleven) feet above the top of the tank. All seams and boundaries shall be inspected for tightness. Any permanent deformations greater than 1/4 inch shall be reinforced.

GROUP 2 PROPULSION PLANT

230 PROPULSION UNITS

233 Propulsion Internal Combustion Engines

233.1 Two diesel engines, each rated at least 250 SHP at not over 1800 RPM for continuous workboat service, shall be provided and installed as shown on the plans.

233.2 Engines shall be provided as dealer-prepared and warranted marine propulsion units; new and unused; with all current-production features and upgrades. Engines shall have the following standard and optional equipment, and shall be certified by their manufacturer as being in full compliance with all provisions of MARPOL 73/78 Annex VI.

- Air inlet housing with silencer and filter.
- Alternator: 12 VDC, 60 amp.
- Cooling System: Keel cooling with circulating pump, expansion tank and thermostat.
- Engine Mounts: Solid mounts, front and rear engine mounts and separate marine gear mounts.
- Exhaust System: Water-cooled manifolds.
- Governor: Variable-speed, 12 VDC shutdown solenoid.
- Oil Pan: Deep-sump, cast iron.
- Starting Motor: Compressed air, with 12V solenoid valve with local mechanical override.
- Accessory Drives: Pads for hydraulic pumps, both engines.
- Air Compressor: Engine-driven, 7.5 CFM, accessory-pad mounted; one engine only.
- Pilothouse instrument panels with tachometers, hour meters, gear oil pressure, lube oil pressure and coolant temperature gauges.
- Local instrument panel including ammeter, lube oil pressure and coolant temperature gauges.

233.3 The propulsion engines/gears shall be aligned with the propeller shaft couplings and shall be bolted through the foundations. The engines shall be brought into alignment using jacking screws and after final checking, epoxy chocking compound; "Chockfast Orange" or equal, shall be poured between foundations and mount feet. The engine manufacturer's recommendations shall be strictly followed with respect to alignment procedure and bolting. Bolts used to secure engines and gears to foundations shall be SAE grade 8.

233.4 Collision chocks shall be welded to engine foundations just clear of gearbox mount feet.

240 TRANSMISSION AND PROPELLER SYSTEMS

241 Propulsion Reduction Gears

Twin Disc model MG-5091 or approved equal reverse/reduction gears, 3.83:1, shall be close-coupled to the propulsion engines and installed as shown on the plans. The gears shall be set up so that opposite rotation of the propeller shafts is achieved by running one gearbox in "reverse".

242 Propulsion Clutches and Couplings

Shafts shall be attached to the reduction gears using couplings provided by the gear manufacturer. Couplings shall be taper bored, keyseated and counterbored for bolted retainer plates, and shall be square to and concentric with the shaft centerline within 0.0005 inches per inch of flange diameter.

243 Propulsion Shafting

Shafts shall be 3-1/2 inch diameter 17-4 PH stainless steel, approximately 175 inches long. Four inch O.D. type 304 stainless steel shaft sleeves shall be shrink fit onto the shafts in way of the bearings and stuffing boxes: at two places on each shaft. The after ends of the shafts shall be tapered and keyseated per SAE standard J-755 to fit the propeller hubs. The forward ends also shall be tapered, keyseated and threaded to mate with couplings as described in paragraph 242. All keyways shall have spooned ends.

244 Propulsion Shaft Bearings and Stuffing Boxes

244.1 Kahlenberg cast-iron bronze-bushed stuffing boxes shall be bolted to the forward faces of the shaft recesses. Proper running clearance between the bronze bushings and the shaft sleeves shall be verified. Packing shall be Gore brand.

244.2 Stern strut bearings shall be cutless rubber with naval brass shells; Johnson "Duramax" or approved equal. Bearings shall be held in proper alignment by poured epoxy chocking compound, and shall be coated with mold release before pouring.

245 Propellers

245.1 Propellers shall be four-blade, bronze, 44 inches diameter by 33 inches pitch, having a blade area ratio of at least 0.70. Propellers shall have full taper length hubs. Propellers shall turn inboard at their tops with the pushboat going ahead.

245.2 Propellers shall have anti-singing edges and the hubs shall be drilled and tapped three places for puller bolts. Propeller hubs shall fit the shaft tapers with at least 60 percent contact as shown by blueing. Keys shall fit snugly against sides of keyways and shall have at least 0.025 inch clearance at top and bottom.

245.3 Propellers shall be secured to shafts by double nuts which shall be secured by tack-welded straps.

250 PROPULSION SUPPORT SYSTEMS

251 Combustion Air System

Engine combustion air shall be ducted to engine-mounted air filters from outside through capped intake stacks on the upper deck. Intakes and ducting shall be sized so as to insure acceptable levels of air velocity and pressure drop at full rated engine speed.

252 Propulsion Control System

252.1 Propulsion engine speed and direction shall be controlled from the pilothouse using a Kobelt cable-over-pulley control system. The system shall be installed as shown on drawing 252-102 and shall be properly adjusted to operate smoothly in both directions and to be free from slop, binding or roughness. Neutral shall correspond to "straight-up" control handles, and the linkage shall be adjusted to give full engine RPM both ahead and astern.

252.2 Cables shall be routed as directly as possible without obstructing passage or access to machinery.

257 Fresh Water Cooling/Keel Cooling Systems

257.1 Engines shall be equipped with closed keel cooling systems. Fernstrum gridcoolers, model D881, shall be installed in recesses in each side of the vessel, as shown on drawing 256-101. Keel coolers have been sized to allow proper cooling of the engines in 85°F water at a speed of 2 kts while developing full power. Piping between keel coolers and engines shall be galvanized steel or copper tubing. Rubber hose connections with double stainless steel clamps shall be provided at engines and keel cooler cofferdams. Cooling passages and piping shall be pressurized to 30 PSI and proved tight.

257.2 Expansion tanks shall be mounted on the deckhouse sides above the main engines and piped to the engines following engine manufacturer's installation requirements. Tanks shall be fabricated from 3/16 inch (minimum) steel and shall have a capacity of at least 15 percent of the volume of the engine jackets, keel coolers and connecting piping. Each expansion tank will be fitted with a filler/breather cap and a Murphy "Swichgage"^(TM) combination level gage and low-level alarm. Alarm contacts shall be set to annunciate low coolant level (below normal low cold level).

259 Exhaust Piping and Mufflers

259.1 Engine exhaust systems shall be dry, discharging through the transom above the waterline as shown on drawing 256-101.

259.2 Exhaust piping and mufflers shall be insulated to the extent shown on the drawings using prefabricated exhaust insulation as made by:

Advanced Thermal Products (ATP)
2145 S. Grand Ave.
Santa Ana, CA 92705
714/556-7252).

259.3 Flanged stainless steel vibration-isolating sections shall be located as shown and shall be covered with insulating blankets, laced in place with stainless steel wire to permit ready removal for inspection of flex sections.

259.4 Maxim model M-31 or approved equal silencers shall be provided for each propulsion engine. Silencers shall be mounted using vibration and heat-isolating hangers. Special care shall be taken to mount all exhaust components using hangers which will not transmit heat or telegraph noise or vibration to the vessel's structure. Silencers shall be mounted vertically and shall be arranged with side inlets and bottom outlets.

259.5 Engine crankcase breathers shall be piped back to the intake air silencers through Nelson or Walker "AirSep" oil vapor recovery filters.

260 PROPULSION FUEL AND LUBE SYSTEMS

261 Fuel Service System

261.1 Fuel supply and return lines shall be black iron pipe installed in accordance with drawing 541-101.

261.2 A Racor model 900MA fuel/water separator shall be provided in the supply line to each main engine. A Racor model 500MA fuel/water separator shall be provided in the supply line to the generator set. Valves shall be installed on each side of the separators to permit servicing them with minimal loss of fuel or introduction of air into the fuel lines.

261.3 Each engine and the generator set shall have its own fuel supply line from the fuel tank.

261.4 Return lines from each engine and the generator set shall penetrate the aft fuel tank bulkhead about 12 inches below the main deck. A check valve shall be fitted in each return line.

264 Lube Oil

A lubricating oil tank of approximately 85 gallons capacity shall be provided and installed in the starboard aft corner of the deckhouse. Tank shall have a readily accessible filling port on top and a draw-off cock and drip pan from which a 4-quart hand oiler can be filled. See drawing 506-101.

290 SPECIAL PURPOSE SYSTEMS

298 Propulsion Plant Operating Fluids

298.1 Lube and fuel oil used shall be as recommended by the various equipment manufacturers.

298.2 Coolant shall be a 50/50 water/glycol mixture with coolant additive as prescribed by engine manufacturer.

299 Propulsion Plant Repair Parts and Special Tools

Refer to section 081.

GROUP 3 ELECTRIC PLANT

300 ELECTRIC PLANT, GENERAL

300.1 The vessel shall have two separate electric systems:

- (1) 12 volt direct current for diesel generator instruments, alarms, and starting; main engine instruments and alarms, and for ship's service, and
- (2) 120/240 volt alternating current for ship's service supplied by the diesel generator set or by shore power.

300.2 The entire electrical installation shall be in strict accordance with the electrical drawings and shall comply with the rules contained in 46 CFR 183 and other standards and publications invoked by reference, including Underwriters Laboratories; the Inland Navigation rules Act of 1980, and Federal Communications Commission (FCC) Rules relative to radiotelephone installations.

302 Motors and Associated Equipment

302.1 All motors of 1 horsepower or more shall be wired for 240 volts/1-phase. Motors shall be rated for continuous duty and shall have overload protection. Motors shall meet NEMA frame and shaft standards. Full-load and locked-rotor current shall not exceed NEMA standards.

Table 302.1(a) AC MOTOR LIST				
Equipment	Motor HP	Type	Volts/Ph	Starter Remarks
Engine Room Vent Fan	1/2	ODP	120/1	LVP, Manual
Air Compressor	5	ODP	240/1	Pressure switch, LVP, Magnetic
Bilge Pump	3/4	TEFC	240/1	Switch, LVP, Magnetic
LVP = Low Voltage Protected (non-restart)				

310 ELECTRICAL POWER GENERATION

311 Ship's Service Power Generation

311.1 One 20 kW/120/240VAC/60-Hz/1-phase/1800 rpm diesel generator set with self-excited alternator and solid-state regulator shall be furnished and installed. Generator shall be supported by cushion mounts on a steel drip-pan skid base. The ship's service generator shall be locally started and shall be supplied from the fuel system as shown on drawing 541-101. Dry exhaust system shall be provided and installed including flex section, discharge line, Maxim model MUL or equal muffler, and penetrations of the aft bulkhead and transom; all as shown on drawing 311-101. The generator set shall be keel cooled. Cooling piping shall be galvanized steel with threaded joints and flexible hose sections, similar to main engine cooling piping.

311.2 The control section shall be capable of regulating the output of the generator within +/- 5 percent over the entire load range.

313 Batteries and Service Facilities

313.1 The 12 volt/size 8D ship's service battery; Delco, Surrlette or equal, shall be installed in fiberglass box with a ventilating cover and wedged to prevent movement. The battery shall be located in the void below the pilothouse.

313.2 The generator starting battery shall be 12V/1000CCA, installed in a fiberglass-lined box in the engine room.

313.3 The batteries shall be charged by a Coast Guard approved charge-compensating rectifier, Newmar model HDM-50 or approved equal, and by main engine-driven 60-amp alternators through isolating diodes.

320 POWER DISTRIBUTION SYSTEMS

321 Ship Service Power Cable

321.1 Provision shall be made to supply the ship's 120/240 volt electrical system from shore power, through a 100-amp reverse-service receptacle. Source selection will be via interlocked circuit breakers as shown on drawing 321-101. Builder shall supply a mating plug and 100 foot flexible 4-conductor type SO shore power cord, all as shown on the plans.

321.2 Primary power cable between shore power receptacles, generators and interlocked source selector circuit breakers shall be unarmored, type NIU or XIU as shown on the drawings.

321.3 All other 120/240 VAC and 12 VDC lighting and power cables shall be type-NIU of the size and number of conductors as determined by the load and/or as shown on the plans.

321.4 Generator starter leads shall be heavy-duty, rubber- insulated stranded welding cable, sized as recommended by the generator manufacturer and run as directly as possible. No connections of cables other than the starting leads shall be made to battery terminals: all other power leads shall terminate at starter posts on the generator set, or at bus bars or junction boxes.

321.5 Radio and electronics, engine instrumentation, RF and ground cables and intercommunication wiring shall be of a type and size as recommended by the equipment manufacturer and as required by applicable regulations.

321.6 All wiring and cable runs shall be neat and orderly; supported in proper cableways, hangers or trays. Supports and straps shall be spaced at no more than 24 inch intervals on vertical and horizontal runs. Straps shall be stainless steel. Nylon "Ty-Raps" are not acceptable. Cables shall be protected against physical damage or chafing. Stuffing tubes, kick pipes or multicable transits, Nelson "MCT" or equal, shall be used at all penetrations of watertight work. Cuts for cable passage through nontight structure shall be smooth and cables shall be protected against chafe and vibration. Bushings or grommets shall be employed at all single-cable holes, and ring penetrations shall be lined with split hose.

321.7 All cables shall be tagged or otherwise identified at each end and at junction boxes or panelboards.

321.8 Cable runs shall be protected from physical damage and shall not obstruct access. Cables in passenger cabin and pilothouse shall be concealed. Cables supplying upper deck lights shall be run inside house sides and shall enter bulkhead-mounted fixtures from the inside. Cables shall not be run in bilges or where subjected to heat from engines or exhaust pipes.

321.9 Sufficient slack shall be left in all cables at connections to motors and equipment to allow for service access and to minimize vibration damage.

321.10 Cables which must be run through tanks or where physical damage is possible shall be encased in Schedule 40 pipe, arranged to be completely self-draining.

324 Switchgear and Panels

324.1 The main 120/240 volt distribution panel shall be a Square-D three-phase model QO312L125GRB, arranged as shown on drawing 321-101. Main breakers shall be three-pole.

324.2 The engine room and pilothouse distribution panels shall be Square-D single-phase as shown on drawing 321-101. Circuit breakers for 120-V loads shall be single-pole; those for 240-V loads shall be two-pole.

324.3 Engine room and pilothouse distribution panels shall be Bass or equal single-pole circuit breaker panels, model 90-5145.

324.4 A 240V/60A weathertight receptacle, equal to Hubbell 8460A with model 7777A cover and matching plug, shall be provided and hubbed to the 120/240V main panel on forward engine room bulkhead.

330 LIGHTING SYSTEM

332 Lighting Fixtures

332.1 All 120 volt lighting fixtures shall bear the Underwriters Laboratories label. Fixtures installed in the hull or exposed to the weather shall be of watertight type and shall carry UL-595 labels; all other fixtures shall be UL-designated "suitable for use in wet locations".

332.2 Watertight fixtures shall be of substantial design and construction; fully gasketed and provided with stuffing tubes for cable entry. Glass globes shall be heavy duty, screw-on type and guards shall be provided.

332.3 Two 500-watt deck floodlights shall be provided: one installed forward and one aft. Lenses shall be tempered, heat-resistant glass.

332.4 Interior light fixtures shall be fluorescent type of aluminum construction with diffuser lenses; Pauluhn FLC 240 or approved equal.

332.5 Navigation lights shall be 12 volt D.C. (See Section 422, Running Lights).

332.6 Two lever/gear operated searchlights, Perko fig. 885 or approved equal, shall be provided and installed on top of the pilothouse. The switches for the searchlights shall be located convenient to the searchlight controls as directed by Owner's representative. The searchlights shall have medium pedestal bases and white powder-coat finish. The port side searchlight shall be 14 inch, 120V, 1000 watt. The starboard searchlight shall be 12 inch, 12VDC, 100 watt.

332.7 Deck lights on both pushboat and barge shall be switched in the pilothouse. Deck lights shall be watertight, incandescent type; Pauluhn 707A-PG or approved equal with polycarbonate globes.

370 EMERGENCY LIGHTING

370.1 Three heavy-duty waterproof flashlights shall be provided in a designated stowage space in the wheelhouse.

370.2 Ten light fixtures on the 12 VDC system shall be provided and installed: two in pilothouse, four in deckhand room, and four in the engine room.

GROUP 4 COMMAND AND SURVEILLANCE

420 NAVIGATION SYSTEMS

422 Navigation Lights

422.1 The following 12VDC running lights, powered from the ship's service battery and controlled by a running light panel in the pilothouse, shall be provided and installed according to the plans:

Table 422-1 (a) RUNNING LIGHTS				
Name	Perko Fig. No.	Color	Arc Degrees	Location
Starboard	1127 GAO BLK	Green	112.5	Starboard side of pilothouse top
Port	1127 RAO BLK	Red	112.5	Port side of pilothouse top
Towing	1129 MAO BLK	Yellow	135	Two on aft mast
Masthead	1128 AOO BLK	White	225	Two on forward mast
Stern	1129 AOO BLK	White	135	On aft mast

422.2 The running light panel shall also be arranged to control the navigation lights on the barge, as shown on drawing 321-102.

430 INTERNAL COMMUNICATIONS

433 Announcing Systems

Builder shall provide and install a hailer/intercom, Raytheon model Ray-420 or current production equivalent. The master station shall be installed in the pilothouse and horns shall be installed on the forward bulkhead of the pilothouse below the visor and in the engine room.

436 Alarm, Safety, and Warning - Monitoring Systems

436.1 The main engines shall be equipped with audible 12 volt DC alarms for low lube oil pressure, high coolant temperature, battery discharge and low coolant level, and indicator lights which shall annunciate the exact alarm condition.

436.2 The generator set shall be equipped with automatic shutdown in event of low lube oil pressure or high coolant temperature.

436.3 The main engines shall be equipped with 12 volt DC instruments (as called out in 233.2) which shall be installed in accordance with the manufacturer's instructions. Pilothouse instrument panels shall be installed above the windshield as shown on the plans.

436.4 Engine oil pressure, water temperature gauges and ammeters for each main engine shall be installed in the engine room. Main engines shall have pilothouse start/stop controls and provision to disable the starting circuits from the engine room.

440 EXTERNAL COMMUNICATIONS

441 Radio Communication Systems

441.1 A marine band VHF-FM radio, Icom model IC-M59-B or current production equal, complete with 6 db antenna, shall be provided and installed in the pilothouse.

441.2 Builder shall also provide two circuits in the DC distribution panel for Owner furnished VHF radios.

445 Horn and Signalling

445.1 Builder shall provide and install a dual-trumpet air horn, Kahlenberg model D-O, with spun projectors and brass finish; strainer and control valve. Horn shall be installed on the pilothouse top, piped to the air system through a manually-activated whistle valve.

GROUP 5 AUXILIARY SYSTEMS

500 AUXILIARY SYSTEMS GENERAL

501 General Arrangement - Auxiliary Systems Drawings

Mechanical and piping systems shall be designed in accordance with good marine practice and installed in strict accordance with the approved drawings, to the satisfaction of the Owner.

502 Auxiliary Machinery

Auxiliary machinery shall be of high quality and of adequate size and rating for the particular application. Machinery and equipment shall be of rugged commercial or industrial quality. Like equipment shall be made by the same manufacturer and shall be of the same class, size or style insofar as possible. Equipment shall have replaceable parts or components, and the facility of making repairs in the field will be considered in evaluating equipment substitutions proposed by the Builder.

503 Pumps

503.1 Two DC bilge pumps with automatic float switches shall be provided and installed as shown on the plans.

503.2 One electric and one engine-driven bilge pump shall be provided and installed as shown on drawing 541-101.

503.3 Two engine-driven steering hydraulic pumps shall be provided, one mounted on the accessory pad of each main engine.

505 General Piping Requirements

505.1 Piping design and installation shall be in accordance with good marine practice and the Contract Plans. Piping runs shall be neatly laid out, well supported and arranged to provide ready access to both the piping itself and any structure behind it. Piping materials shall be as listed in Table 505-1. Fittings shall be compatible with and appropriate for the specific systems. Valves shall be of rugged design and shall be rebuildable. Globe valves shall be used to regulate flow; gate or ball valves shall be used for shut-off service. Flexible connections shall be provided at all moving equipment or wherever necessary to compensate for expansion. In general, Dresser couplings or unions shall be provided to facilitate takedown.

505.2 All piping and equipment shall be labeled, tagged, color coded or otherwise identified to assure proper operation and service.

Table 505-1
 PIPING SCHEDULE

System	Lines	Fittings	Valves	Remarks
Fuel Oil	Schedule 40 black steel, seamless, ASTM-A106	Forged steel socket weld or threaded, black	125 lb. WOG threaded iron, steel or bronze; gate type	USCG-approved hoses at engine connections Test to 35 PSI
Engine Cooling (Jacket Water)	Steel, ASTM-A106 schedule 40, galvanized; or Type K copper	150 lb. galvanized butt weld or threaded or sweat soldered wrought copper	Heavy-duty hose with double screw-type stainless steel clamps at connections to engines and keel coolers	
Engine Exhaust	Black steel, schedule 40, ASTM-A53	Butt weld, schedule 40 steel	Flex sections to be convoluted stainless steel with flanges at both ends	
Bilge and Firemain	Galvanized steel schedule 40, ASTM-A153	Threaded 150 lb. galvanized malleable iron	125 lb. WOG threaded; bronze, gate, ball or globe type	All firemain lines to be arranged to self-drain. Test firemain to 90 PSI. Test bilge system to 35 PSI.
Deck Drains	Galvanized steel, schedule 40, ASTM-A53	Butt welded miter joint and/or bent pipe	None	To be arranged to self-drain.
Compressed Air	1/2" and above: schedule 40 black steel, seamless. Below 1/2": Soft copper tubing or nylon tube bundles.	150 lb. black malleable; threaded brass flare or compression for tubing	150 lb. WOG bronze or brass; threaded ball type	Test to 150 PSI
Hydraulic	Schedule 80 black steel, seamless, ASTM-A106 or seamless steel hydraulic tubing 0.083" wall	3000 lb. socket weld black steel forged or Aeroquip or equal; SAE O-ring type	Ports compatible with fittings and lines. Hoses: Aeroquip or equal; reuseable fittings; wire braid hose. One end fittings on each hose shall be swivel type. Flush system before connecting components. Test to 150% of working pressure.	
Vents	Schedule 40 black steel pipe, ASTM A53	Schedule 40 black steel, forged.	N/A	

506 Overflows, Air Escapes, Sounding Tubes and Vents

Overflows, air escapes, sounding tubes and vents shall be provided for all hull compartments and tanks as shown on drawing 506-101. Fuel tank fill and vent shall be enclosed in a spill containment box on the forward deckhouse bulkhead. All vents shall be fitted with insect/flame screens.

510 CLIMATE CONTROL

512 Ventilation System

512.1 Ventilation of pilothouse shall be natural via the port and starboard doors and the opening forward windows.

512.2 Windows to deckhand room may be opened for ventilation.

512.3 Two 12VDC oscillating fans, Guest or equal, shall be mounted above the windshield in the pilothouse.

513 Machinery Space Ventilation System

513.1 Main machinery space shall have natural air supply through a duct on the aft bulkhead. The opening in the aft bulkhead shall be fitted with louvers and a 30-mesh insect screen. Air shall be exhausted from the top of the engine space by a 24 inch fan mounted in the overhead and discharging into a plenum below the pilothouse steps. The fan shall be driven at approximately 1725 RPM by a 1/2 HP/120VAC motor.

514 Air Conditioning System

514.1 Pilothouse and deckhand room shall be air conditioned and heated using "through-the-wall" room air conditioners with heating coils installed as shown on drawing 512-101.

514.2 Electric fan-forced defrosters shall be provided for pilothouse windshields. Defrosters shall be installed in the void below the pilothouse and be ducted to the windshield as shown on drawing 641-101.

520 SEA WATER SYSTEMS

526 Scuppers and Deck Drains

All areas of the deck shall be free draining with no water traps, pockets or places where water can stand and freeze.

529 Bilge Drainage System

529.1 One 12 VDC Lovett automatic bilge pump shall be provided and installed in the pocket below each shaft gland. Bilge pumps shall discharge through check valves at the shell just below the sheer.

529.2 A Jabsco model 6590 clutched bilge pump shall be belt driven from the front of the starboard propulsion engine. The Jabsco pump shall take suction from the bilge manifold and shall discharge through a valve on deck.

529.3 An electric motor-driven bilge pump; Scot model 74-75 or approved equal, with 3/4 HP 120VAC electric motor, shall also be arranged to take suction from the bilge manifold.

540 FUELS AND LUBES - HANDLING AND STOWAGE

541 Ship Fuel System

541.1 Fuel shall be carried in one integral tank of about 3000 gallons capacity; separate from the bottom and side shell of the pushboat and bounded by transverse bulkheads 7 and 12; longitudinal bulkheads 6 feet off centerline port and starboard; an inner bottom 40 inches above base line, and the main deck. Longitudinal swash bulkheads shall be provided on centerline and 36 inches off centerline on both sides. Two bolted manholes shall be provided in the main deck for access to the tank.

541.2 Fuel fill and vent pipes shall be 2-1/2 inch schedule 40 black steel pipe, enclosed in a spill containment box on the forward deckhouse bulkhead.

Spill box shall be fitted with a drain fitting, valve and quick-connect fitting for attaching a pump-out hose.

541.3 Connections to the tank to supply fuel to the engines shall be in bulkhead 12.

541.4 After completion of welding, the tank shall be hydrostatically tested to an internal pressure of 5 PSI (11 foot head of water). After testing, tank shall be drained dry, cleaned thoroughly of all scale, dirt, debris and foreign material and wiped down with fuel oil, then manholes installed and bolted down.

550 AIR, GAS AND MISCELLANEOUS FLUID SYSTEMS

551 Compressed Air System

551.1 Compressed air shall be supplied by one 7.5 CFM engine-driven air compressor and one 5 horsepower pressure lubricated electric motor-driven compressor. The electric motor driven compressor shall have loadless automatic stop/start and shall be mounted on a 60 gallon receiver tank. Compressor shall be Quincy series QR-25 or approved equal.

551.2 The air supply from the engine driven compressor shall be routed through a truck air brake dryer to a 10 gallon auxiliary receiver tank and then on to the vehicle tire barrier system.

551.3 The air from the electric motor driven compressor shall be routed to each main engine starter motor, the "latch" cylinders, the windshield wiper and the air horn. A second 10 gallon auxiliary receiver shall be mounted in the void below the pilothouse. A normally closed connection shall be provided between the 60 gallon tank and the air brake dryer indicated in 551.2.

551.4 Automatic drain valves shall be provided at each receiver tank as shown on the plans.

551.5 Vehicle tire barrier cylinders shall be controlled manually by valves located on the barge. Latch cylinders shall be controlled from the pilothouse via solenoid-operated valves.

551.6 Piping shall be as indicated in Table 505.1(a) and as shown on the plans. Hoses shall be provided at all moveable connection points (pushboat/barge connection; tire barrier cylinders; latch cylinders; compressors).

555 Fire Extinguishing Systems

Three type B-II portable fire extinguishers shall provided by Builder in accordance with 46 CFR 25.30-20. Extinguishers and brackets shall be USCG approved marine type. One shall be mounted in the pilothouse, one in the engine room and one in the deckhand room.

560 SHIP CONTROL SYSTEMS

561 Steering Control Systems

561.1 Builder shall provide and install independent mechanical follow-up/hydraulic-actuated steering and flanking rudder systems. Control levers for each system shall be mounted on the port side of the pilothouse console as shown on the drawings. Levers for steering and flanking rudders shall mechanically actuate the spools of the respective control valves as shown on drawing 561-101. Hydraulic lines shall be neatly run, properly supported and isolated from structure.

561.2 Steering cylinders shall be securely mounted to their foundations and shall act on the tie rods. Cylinders shall remain in proper alignment over their entire strokes, without binding, kinking hoses or overloading any fittings. Padded stops for the tiller arms shall be provided just before each cylinder rod reaches its full extension or retraction. The rudders shall have equal 40 degree angular travel to each side of amidships. The system shall be designed to move the rudders of either system from hard-over to hard-over in no more than 8 seconds with engines at idle (600) RPM.

561.3 All threaded fasteners used to mount steering cylinders and associated hydraulic components and mechanical parts shall be at least SAE grade 8, and shall be positively secured by use of lockwashers, double nuts or safety wires.

561.4 A 20 gallon reservoir for steering hydraulic fluid will be provided and installed in the engine room. The reservoir shall include a filler/breather, thermometer/level gage and two suction strainers for pumps, which shall be flanged to the accessory drive pads on the propulsion engines.

561.5 The two hydraulic steering pumps shall be gear type; flanged to and driven by accessory drive pads on each main engine, as shown on the plans.

562 Rudders

562.1 The vessel shall have two steering rudders and four flanking rudders as shown on drawing 562-101. The rudders shall be 3/8 inch steel plate on 3-1/2 inch diameter stocks of 1045 steel with stainless sleeves at bearings. Tillers and collars shall be fabricated of steel. Rudder tubes shall be bored at top and bottom to receive bushings, and shall run continuously from main deck to hull bottom. Tie rods shall link the rudders of each system. The system shall be as shown on drawing 562-101.

562.2 Steering and flanking rudder gear shall be tested at the dock to determine hard over to hard-over steering and flanking rudder systems are configured to provide full rudder swing from 40 degrees to 40 degrees, hard over to hard over, in either direction within 14 seconds while engines powering hydraulic steering pumps are at idle. Additional testing is to demonstrate tightness of all lines and components with engines at rated speed. The follow-up control systems shall be adjusted as necessary and brought into synchronization with the rudders.

562.3 Rudder collars shall be V-grooved ("keyless") design and stocks shall have milled flats at 90 degrees; all as shown on drawing 562-101.

580 MECHANICAL HANDLING SYSTEMS

582 Mooring and Towing Systems

A fixed hitch arm shall be installed on centerline forward. The hitch arm shall be constructed to allow independent movement of the dedicated barge and the pushboat. The hitch arm shall allow an "about-face" of the pushboat without disconnecting. Latches controlled from the pilothouse shall secure the pushboat alongside the barge. The latches shall engage angles on each side of the barge.

583 Safety Systems

583.1 Builder shall mark with vessel's name and stow onboard 4 adult life jackets. Jackets shall be U. S. Coast Guard approved.

583.2 One 30 inch diameter ring buoy with attached water light and 60 foot line shall be marked and stowed on brackets on aft pilothouse bulkhead.

583.4 An Orion, or approved equal, emergency signal kit in a waterproof container shall be provided and stowed in the pilothouse.

590 SPECIAL PURPOSE SYSTEMS

593 Environmental Pollution Control Systems

Builder shall provide and install environmental control placards as required by 33 CFR 151.

598 Auxiliary Systems Operating Fluids

Hydraulic fluid shall be as recommended by supplier of hydraulic system components.

GROUP 6 OUTFIT AND FURNISHINGS

600 OUTFIT AND FURNISHINGS, GENERAL

602 Hull Designating and Marking

602.1 Vessel's name in letters 8 inches high shall be cut from plate and welded to the stern and both sides in accordance with documentation requirements of the U. S. Coast Guard. The Vessel's official number shall be center punched or outlined in weld bead and painted as directed on a bulkhead in the hull.

602.2 Navigational draft numbers shall be cut from plate, welded on and painted. Numbers shall be located on the transom on centerline and port and starboard at the bow.

604 Locks, Keys and Tags

604.1 All necessary labeling, stencilling and marking shall be made on separate plaques, boards or labels which shall be screwed to structure. All life jackets and the ring buoy shall be marked with the vessel's name and port.

604.2 All exterior doors shall be fitted with high quality stainless or bronze commercial-grade mortise locksets, Merit or approved equal, and two sets of keys shall be provided. All keys shall be tagged for identification. Locksets proposed to be used shall be approved by Owner prior to installation. Locksets with stamped or pressed steel internal parts are not acceptable. All locks are to be keyed alike.

610 SHIP FITTINGS

611 Hull Fittings

Six 24 inch cast steel kevels shall be provided and installed on the vessel as shown on the plans.

612 Rails, Stanchions and Lifelines

612.1 Safety rails 36 inches in height shall be built around bow and stern, along both sides, and around the pilothouse and upper deck, as shown on the plans.

612.2 Fixed pipe railings shall be installed on each side of the inclined ladders to engine room and to the pilothouse, as shown on the plans.

612.3 A rail shall be provided around the top of the pilothouse for security when servicing navigation lights.

620 HULL COMPARTMENTATION

623 Ladders & Stairs

623.1 Inclined stairs from main deck to deckhouse top and to the pilothouse shall be built as shown on the plans. Care shall be taken when constructing stairways to assure that all treads line up and that rises and runs in each flight are uniform. Inner corners of treads shall be limbered to assure drainage.

623.2 The stairway to the engine room shall be installed to not obstruct access to the starboard shaft gland, and shall be bolted in place.

623.3 Ladders or climbing rungs shall be provided below each tank or compartment manhole. Ladders shall also be provided for access to the pilothouse top, for emergency escape from the engine room, and for access from main deck to pilothouse; all as shown on the plans.

623.4 All stairways shall have Wooster type 500 non-skid abrasive stair tread overlays. Railings shall be provided on both sides.

624 Non-Structural Closures

624.1 Weathertight doors shall be provided in the pilothouse sides and the deckhouse bulkheads as shown on the plans. Doors to deckhouse shall have 3 inch sills. All doors shall be 1-3/4 inches thick with 16 gage faces, gaskets and three hinges. Frames shall be steel. All doors shall have fixed lights.

624.2 A weathertight escape door, openable from inside, shall be provided forward on port side of engine room.

625 Windows

625.1 Opening and fixed windows shall be provided in the deckhouse sides and pilothouse bulkheads as shown on the plans.

625.2 Pilothouse windshield shall be aluminum-framed, 3-section and shall slide open.

625.3 Fixed windows shall be 1/4 inch safety plate glass set in rubber window channel molding.

630 PRESERVATIVES AND COVERINGS

631 Painting and Surface Preparation

631.1 Vessel shall be painted with protective coatings applied over surface preparations as listed in Table 631-1, Paint Schedule. This Paint Schedule is given as a guide to the level of quality required. Builders are encouraged to quote on their standard systems. Color scheme shall be as selected by Owner, and all painting shall be subject to approval by Owner or his representative.

631.2 Paint application shall strictly follow the manufacturer's instructions, with special attention to recoating times, temperature and humidity conditions.

631.3 All painting on both the interior and exterior surfaces of the hull shall be completed, including curing, before the vessel is launched. Prior to launching the vessel, painted hull interior and exterior surfaces shall be thoroughly inspected. Notice shall be given to the COR seven (7) days in advance of the scheduled launching for this purpose. The vessel shall not be launched until the painting has been approved.

631.4 Prior to delivery, all interior and exterior painting shall be thoroughly inspected. Any defects in the coating system shall be repaired by the Contractor to restore the integrity of the paint. Any additional painting required as a result of this final inspection process shall be done to the satisfaction of the COR at no additional cost to the Owner.

631.5 The Contractor is responsible for delivering the vessel with all painted surfaces in good condition, and for obtaining THE PAINT WARRANTY DECLARATION from the paint manufacturer.

631.6 The Contractor shall provide a Paint Warranty Declaration document written and signed by the paint manufacturer representative, clearly stating that the surface preparation, environmental conditions, coating application procedure and thickness for each area meets the manufacturer's requirements for the paint system used, and that under normal service conditions, the coating system will maintain its integrity for a period of five (5) years.

TABLE 631-1 PAINT SCHEDULE

SPACE OR AREA	PREPARATION	COAT S	DESCRIPTION	COLOR	WFT	DFT	RECOAT @ 70 DEGREES F.
Hull Exterior Keel to Sheer Rudders Skegs Struts	Near white metal blast SSPC-SP6	1 1	Amercoat 385 univ. epoxy Amercoat 385	Oxide Red Black	7.5 7.5	5.0 5.0	8 hours 8 hours —
Superstructure	Commercial blast SSPC-SP6	1 1	Amercoat 385 Amercoat 450HS	Pearl Gray White	7.5 3.0	5.0 2.0	8 hours 4 hours
Cabin Railings Cabin Top	Commercial blast cleaning SSPC-SP6	1 1	Amercoat 385 Amercoat 450HS	Pearl Gray Owner's Choice	7.5 3.0	5.0 2.0	8 hours 4 hours
Decks and Stairs Ladder	Commercial blast SSPC-SP6	1 1	Amercoat 385 Amercoat 385 ASA non-skid	Pearl Gray Pearl Gray	7.5 12.0	5.0 8.0	8 hours 12 hours
Voids (fwd & midship void, lazarette)	Power tool clean SSPC-SP3	1	Amercoat 5405	Owner's Choice White or other light color	9.0	6.0	10 hours
Engine Room	Power tool clean SSPC-SP3 SSPC-SP6	1 1 1	Amercoat 5105 quick dry alkyd Amercoat 5405 Gloss alkyd Amercoat 5405	Oxide Red White above floorboards, grey below	5.0 2.5 2.5	3.0 1.5 1.5	12 hours 6 hours 6 hours
Lube oil and Fuel Oil Tanks	Power tool clean	--	No paint				
Pilothouse Deckhand Room	Power tool clean SSPC-SP3	1 1 1	Amercoat 5105 Amercoat 5405 Amercoat 5405	Oxide Red Owner's Choice Owner's Choice	5.0 2.5 2.5	3.0 1.5 1.5	12 hours 6 hours 6 hours
Handrails, Ladders Numbers and Details	Commercial blast clean SSPC-SP6	1 1	Amercoat 385 Amercoat 450HS	Pearl Gray Owner's Choice	7.5 3.0	5.0 2.0	8 hours 4 hours

633 Cathodic Protection

633.1 Zinc anodes shall be installed adjacent to and on the rudders, and on the transom as directed. A total of eight ZHS anodes shall be provided.

634 Deck Covering

634.1 Deck coverings in the crew cabin and pilothouse shall be seamless vinyl or vinyl tile, per Builder's standard practice.

635 Hull Insulation

635.1 Thermal insulation for pilothouse, upper engine room and deckhand's room shall be mineral wool or fiberglass. Faced mineral wool insulation ("Navy Board" or equal) 3 inches thick of 6 pound per cubic foot density shall be applied to the inside of the upper engine room. Insulation shall be impaled on weld studs and retained by push-on caps, and shall be USCG-approved material.

637 Sheathing

637.1 Interior of crew cabin and pilothouse bulkheads shall be furred with 1 x 2 wood, sheathed with 3/8 inch plywood and covered with high pressure plastic laminate, Formica^(TM) or equal. Colors and patterns shall be selected by Owner. Overheads shall be acoustical tile, glued to furring strips.

637.2 Trim and moldings shall be mahogany; neatly fit and installed.

640 LIVING SPACES

641 Berthing and Messing Spaces

641.1 Deckhand room shall be outfitted with one (1) single pedestal 30 inch square table, two (2) stackable chairs and four (4) single tier metal lockers.

660 WORKING SPACES

662 Pilothouse Furnishings

662.1 A console shall be constructed of steel in accordance with drawing 641-101 to provide space for engine control heads, steering levers, navigation light panel and switches.

662.2 An overhead panel above the windshield will provide space for engine instruments and alarms.

662.3 A desk and upholstered seat shall be provided on the aft bulkhead of the pilothouse.

662.4 One EACCO or approved equal helm chair shall be provided in the pilothouse.

SPECIFICATIONS FOR 120 FT. PASSENGER/VEHICLE FERRY BARGE (KAMPSVILLE FERRY)

GROUP 0 GENERAL DIRECTION AND INFORMATION

070 GENERAL REQUIREMENTS FOR DESIGN AND CONSTRUCTION

070.1 Characteristics

The Ferry will have the following particulars:

Length molded	120'-0"
Beam molded	35'-0"
Depth amidships, molded at side	4'-9"
Draft fully loaded,	3'-0"
Displacement, light ship	about 140 long tons
Displacement, fully loaded	about 302 long tons
Capacity - Vehicles and/or Deck Cargo	about 162 long tons
Passenger Capacity	150
Certification/Route	USCG Subchapter T, non-self-propelled ferry; Protected Waters route (Rivers)
Admeasurement	Less than 100 gross tons (U.S. Regulatory)

071 WEIGHTS, STABILITY AND SUBDIVISION

The hull shall be subdivided by transverse bulkheads to give a one-compartment standard of subdivision at the design full load draft of 3'-0".

081 MAINTENANCE (Section Reserved)

085 ENGINEERING DRAWINGS

085 Plans Forming Part of the Specifications

085.1 The following plans are considered to be part of and shall have the same effect as these Specifications.

116-201	HULL STRUCTURE - PLANS AND PROFILES
117-201	HULL STRUCTURE - SECTIONS
161-201	MISC. HULL DETAILS, FOUNDATIONS AND FITTINGS
422-201	NAVIGATION LIGHTS
529-201	FIREMAIN AND BILGE SYSTEMS
555-201	SAFETY PLAN
584-201	RAMPS AND SUSPENSION SYSTEM
611-201	TOWING LINKAGE
623-201	RAILS, LADDERS, GATES AND DECK FITTINGS
801-201	GENERAL ARRANGEMENT
839-201	TONNAGE PLAN
839-203	HULL LINES PLAN

085.2 Items or features appearing or called out in one document shall be interpreted as being in all relevant documents. In case of conflict, the Owner shall be consulted for resolution.

GROUP 1 HULL STRUCTURE

100 HULL STRUCTURE – GENERAL

The hull structure of the ferry shall be of welded steel. Longitudinal shell and deck stiffeners, continuous between transverse watertight bulkheads, shall be supported by transverse web frames and deep web (tonnage) frames. Sharp or ragged edges of exposed structural work and access holes where liable to injure personnel or damage equipment or shore facilities shall be ground smooth. Limber and drain holes shall be provided throughout as shown on the plans and as required for proper drainage. Particular care shall be taken to insure close fit of joints at seams, adequate and proper fastenings, and tightness as required. Doublers or other reinforcements shall be provided for holes cut through highly stressed regions of structural members.

110 SHELL AND SUPPORTING STRUCTURE

111 Shell Plating

111.1 Headlogs and 12 inch radius corners shall be 1/2 inch plate. Corner plates shall be tapered 3:1 where they butt against the side plates.

111.2 Bottom shell plating in rakes shall be 5/16 inch hot rolled steel. Bottom shell plating between rakes shall be 1/4 inch hot rolled steel.

111.3 Side shell plating shall be 1/4 inch hot rolled steel, flanged to a nominal 3 inch radius at gunwales and 6 inch radius at bilges.

111.4 Plating shall be fair and smooth, and butts and seams shall be carefully fitted and properly welded to minimize both local distortion and overall lifting of the ends. In general, butt and seam welds shall be made before the shell plating is welded to internal structure. The sequence of welding shall be from centerline amidships out to sides and ends, symmetrically. All shell plate butts and seams shall be welded continuously inside and outside, and the roots of welds shall be back-chipped or air-arc gouged to sound metal before the closing pass is made.

114 Shell Appendages

114.1 Two fender pads of rubber bonded to steel backing plates, Morse "Pushnee" style E42000, or equal, shall be welded to the side of the barge which faces the towboat at bulkheads 4 and 26.

115 Stanchions

115.1 Structural stanchions of 5 x 5 x 3/8 inch angle and longitudinal diagonal bracing of 4 x 4 x 1/4 inch angle shall be welded to deck and bottom framing on centerline as shown on drawing 116-201.

115.2 Rake end stanchions shall be 3 x 3 x 1/4 inch angles at frames 1 and 29, and shall be fitted at each longitudinal stiffener and girder; all as shown on the plans.

115.3 Stanchions and diagonals shall be welded all around where they lap against or butt on girders or flanges.

116 Longitudinal Framing

116.1 Bottom and side longitudinal stiffeners shall be 3/8 x 5 inch flat bars 15 inches on centers. Deep side frames, floors and bulkheads shall be slotted for longitudinals, which shall be welded continuously to deep frames and bulkheads on both sides to comply with tonnage regulations. Longitudinal stiffeners shall have 1-1/4 inch radius limbers in each frame bay and within 12 inches on each side of watertight bulkheads.

116.2 A longitudinal bottom girder of 10 x 3 x 1/4 inch flanged plate shall be provided on centerline. Girder shall be intercostal between transverse bulkheads and shall be "egg crated" where it crosses the intermediate and deep frame floors.

117 Transverse Framing

117.1 Transverse frames shall be located on 48 inch centers and will alternate between "deep" or tonnage frames and intermediate frames.

117.2 Floors of intermediate frames shall be 8 x 3 x 1/4 inch flanged plate and side frames shall be 12 x 3 x 1/4 inch flanged plate.

117.3 Floors of deep frames shall be 8 x 3 x 1/4 inch flanged plate and side frames shall be 1/4 inch plate with 3 x 3 x 1/4 inch angle stiffeners and lightening holes as shown. In order for the vessel to admeasure less than 100 gross tons, the limitations on size, spacing and proximity to shell of lightening holes, as well as welding of longitudinals, as shown on the drawings must be adhered to.

120 HULL STRUCTURAL BULKHEADS

121 Longitudinal Structural Bulkheads

121.1 Longitudinal non-tight bulkheads shall be fitted 7'-6" port and starboard of centerline. Bulkheads shall be cut from 1/4 inch plate with lightening/access holes, all as shown on drawing 116-201.

122 Transverse Structural Bulkheads

122.1 Transverse watertight bulkheads shall be located and constructed as shown on drawing 116-201. Bulkheads shall be 1/4 inch plate with 3 x 3 x 1/4 inch angle stiffeners 30 inches on centers.

122.2 Watertight bulkheads shall be welded to shell and deck plate continuously on one side and intermittently on the opposite side, in accordance with ABS welding requirements, and shall be proven tight to the satisfaction of the attending USCG inspector.

130 HULL DECKS

131 Main Deck

131.1 Main deck shall be 3/8 inch mild steel plate with all seams and butts welded flush and continuously on both sides. Deck plating shall lap over the side and headlog flanges and the welds thereto shall be continuous on both sides. Deck shall be cambered with a straight-line 2 inch pitch from centerline to sides between peak bulkheads. Camber will decrease between peak bulkheads and headlogs as sides rise to ends.

131.2 Primary deck stiffeners shall be 4 x 4 x 1/4 inch angles, 15 inches on centers, or equivalent section. All deck longitudinals shall be intercostal between watertight bulkheads.

131.3 Transverse deck beams shall be 12 x 4 x 1/4 inch flanged plate, 48 inches on centers, and shall be intercostal between the centerline girder and either deep side frames or intermediate side frames.

131.4 Longitudinal deck girder on centerline shall be 12 x 4 x 1/4 inch flanged plate, and shall be intercostal between transverse bulkheads.

160 SPECIAL STRUCTURES

161 Sea Suction

Fire pump supply shall be schedule 80 pipe external to the hull with a strainer at the lower end; all as shown on drawing 529-201.

167 Hull Structural Closures

Two flush watertight hatches, Nabrico model DF-430-18D or approved equal, 18 inch diameter clear opening, operable from both above and below, shall be fitted in the main deck for access to each hull void. Hatches shall have steel rings set 1/2 inch above the deck. Covers shall be provided with retaining chains to prevent loss overboard.

169 Special Purpose Closures and Structures

169.1 Vehicles will board the ferry over hinged ramps (aprons) at each end. Ramps shall be about 15 feet long by about 30 feet wide at the headlogs by about 23 feet wide at the outer ends. Ramps shall be built of 10 inch beams, plate and bar grating; all as shown on drawing 584-201. Ramps shall mate with shore wedges as shown on IDOT drawings.

169.2 Ramps shall be supported by 3/4 inch "Spectrum 8" or equal chains and ratchet turnbuckles, all as shown on the drawings. Ramp pivot pins shall be 1/2 inch wall tubing.

170 MASTS, KINGPOSTS AND SERVICE PLATFORMS

172 Kingposts and Support Frames

172.1 Kingposts to support the ramps shall be fabricated and installed at the ends of the ferry. Kingposts shall be 12 inch XS structural pipe with 6 inch schedule 80 pipe backstays. Kingposts and backstays shall be substantially welded to reinforcements and primary structure as shown on the drawings. Exterior portions of all members shall be welded watertight, and drainage holes shall be provided in rake voids.

180 FOUNDATIONS

184 Light Foundations

184.1 Navigation lights shall be mounted on kingposts as shown on drawing 422-201. Shields shall be provided to limit arcs of visibility as required by COLREGS.

184.2 Deck lights shall be mounted on port and starboard rails as shown on drawing 623-201.

185 Fire/Bilge Pump

185.1 Foundations shall be constructed on port side at about frames 13-1/2 and 16-1/2 to support the bilge pump and fire/bilge pump respectively. Foundations shall be arranged and located to suit the pumps used, and shall be designed to accommodate portable aluminum covers over pumps (see drawings 529-201, 161-201 and 801-201).

186 Outfit and Furnishings Foundations

186.1 Headers and brackets shall be installed beneath keels and all other equipment to distribute loads to hull structure; as shown on the plans and as required by good marine practice.

186.2 Towing hitch lugs shall be securely welded in the side shell as indicated on the plans.

186.3 Foundations shall be provided for life jacket boxes as shown on drawing 161-201.

186.4 A foundation for the anchor winch shall be provided as shown on drawing 161-201.

190 SPECIAL PURPOSE SYSTEMS

192 Compartment Testing

After all welding is completed, all compartments shall be tested for leaks by applying 2 psi air pressure and checking all seams and boundaries with soap solution.

GROUP 2 PROPULSION PLANT

200 PROPULSION PLANT, GENERAL

The Vessel is non-self-propelled.

GROUP 3 ELECTRIC PLANT

300 ELECTRIC PLANT, GENERAL

304 Electric Cables

304.1 Electric cables shall be stranded, waterproof, impervious-sheathed, unarmored; approved by USCG, ABS or UL for marine installations. Cable routing shall be as depicted on the plans and/or in accordance with good practice. All penetrations of watertight decks and bulkheads shall be through approved stuffing tubes. Cables shall not be run in bilges or where subject to damage. All cable ties and straps shall be metallic.

304.2 Cables shall be run in continuous lengths between fixtures and/or junction boxes. All connections shall be made in junction boxes, on terminal strips or at fixtures or equipment using solderless crimp-type connectors of proper style and correct size for wire and terminal.

330 DECK LIGHTING

331 Lighting Distribution

Feeders for 120VAC deck lights shall be provided and installed on both sides of the ferry. The flexible section between pushboat and barge shall be Type SO or equal flexible cable.

332 Lighting Fixtures

Eight watertight fixtures, Pauluhn figure 707A-PG or approved equal, with polycarbonate globes shall be installed on the rails on each side of the ferry as shown on the drawings. (Total of 16 fixtures.) A 60 watt rough-service bulb shall be supplied in each fixture. Deck lights shall be controlled from the pushboat pilothouse.

GROUP 4 COMMAND AND SURVEILLANCE

420 NAVIGATION SYSTEMS

422 Navigation Lights

422.1 The following 12VDC navigation lights (two of each are required), shall be provided and installed according to drawing 422-201:

Table 422.1 (a) RUNNING LIGHTS				
Name	Perko Fig. No.	Color	Arc Degrees	Location
Starboard	1127 GAO BLK	Green	112.5	Forward starboard and port aft kingposts
Port	1127 RAO BLK	Red	112.5	Forward port and starboard aft kingposts
Stern	1129 AOO BLK	White	135	Tops of starboard kingposts

422.2 Running lights shall be fed from the pushboat battery through a flexible power cord with watertight plug and receptacle. To accommodate the barge changing direction for each trip (bow becomes stern and port becomes starboard and vice versa), the combinations of lights shall be controlled by a switch in the pushboat pilothouse as shown on drawing 422-201.

GROUP 5 AUXILIARY SYSTEMS

500 AUXILIARY SYSTEMS GENERAL

501 General Arrangement - Auxiliary Systems Drawings

Mechanical and piping systems shall be designed in accordance with good practice and installed in strict accordance with the approved drawings and USCG regulations; to the satisfaction of the USCG and the Owner.

502 Auxiliary Machinery

Auxiliary machinery shall be of high quality and of adequate size and rating for the particular application. Machinery and equipment shall be of rugged commercial or industrial quality. Like equipment shall be made by the same manufacturer and shall be of the same class, size or style insofar as possible. Equipment shall have replaceable parts or components, and the facility of making repairs in the field will be considered in evaluating equipment substitutions proposed by the Builder.

505 General Piping Requirements

Piping design and installation shall be in accordance with good practice and the approved drawings. Piping runs shall be neatly laid out, well supported and arranged to provide ready access to both the piping itself and any structure behind it. Piping materials shall be as listed in Table 505-1. Fittings shall be compatible with and appropriate for the specific systems. Valves shall be of rugged design and shall be rebuildable. Globe valves shall be used to regulate flow; gate, ball or butterfly valves shall be used for shut-off service. Flexible connections shall be provided at all moving equipment or wherever necessary to compensate for expansion. In general, Dresser couplings or unions shall be provided to facilitate takedown.

Table 505-1 PIPING SCHEDULE				
System	Lines	Fittings	Valves	Remarks
Bilge	Schedule 40 galvanized pipe, ASTM A53, threaded.	Schedule 40 malleable iron, galvanized, threaded.	Bronze, 150 lb. WOG; gate, globe or ball; threaded.	Test to 35 PSI.
Firemain	Schedule 40 galvanized pipe, ASTM A53, threaded.	Schedule 40 malleable iron, galvanized, threaded.	Bronze, 150 lb. WOG; gate, globe or ball; threaded.	Test to 90 PSI.
Air	Copper tubing, schedule 40 seamless black steel or synthetic	Schedule 40 malleable iron, black, threaded	Bronze 300 lb. WOG; gate, globe or ball; threaded	Test to 175 PSI
Vents	Schedule 40 black steel pipe, ASTM A53	Schedule 40 black steel, forged	N/A	

506 Vents

Two vents with inverted gooseneck terminals shall be provided for each hull void. Vents shall be 4 inch pipe. One vent shall be ducted to within 4 inches of the bottom of each compartment. All vent terminals shall be fitted with bellmouth terminals and bug screens.

520 SEA WATER SYSTEMS

526 Scuppers and Deck Drains

All areas of the deck shall be self-draining, with no water traps or pockets. Care shall be taken to eliminate all areas where water may freeze and create a slipping hazard.

529 Bilge and Firemain

529.1 The barge shall have a fixed bilge system as required by Subchapter T (46 CFR 182.500), which shall be installed as shown on drawing 529-201. Bilge suction branches to each compartment shall be 1-1/2 inch schedule 40 galvanized pipe run to a manifold located amidships on the port side of the barge. Each branch shall be fitted with a ball or globe angle valve and a non-return valve. Each compartment suction line shall terminate at a strainer in a corner of the compartment. All bilge lines shall be pitched to self-drain, with no pockets.

529.2 Two identical gasoline-engine powered fire/bilge pumps shall be provided and mounted on foundations; one at each end of the manifold. Pumps shall be completely self-contained and shall be connected to the manifold and to the discharge piping, in the case of the fire/bilge pump, with flexible hoses. Aluminum covers, held in place with stainless steel latches, shall be provided over each pump. Pumps shall be able to deliver at least 50 gallons per minute at a pressure of 60 PSI at the pump outlet. A pressure gauge shall be fitted at the discharge flange of both pumps.

529.3 A 2 inch suction line (described in paragraph 161) shall allow the fire pump to take suction from the river at the same time the bilge pump is working.

529.4 The fire/bilge pump shall be piped to discharge either overboard or to the firemain. Fire stations with hump-type rack, hydrant valve, 50 foot length of 1-1/2 inch lines fire hose meeting UL Standard 19 and a nozzle meeting 46 CFR paragraph 160.027 shall be provided at each end of the barge. Each fire hose rack shall be covered by an orange Herculite cover.

529.5 All aspects of the firemain and pumping system shall comply with 46 CFR Part 181, Subpart C.

550 AIR, GAS AND MISCELLANEOUS FLUID SYSTEMS

551 Compressed Air System

551.1 Compressed air control lines and pneumatic cylinders shall be installed to operate the vehicle tire barriers at each end of the barge. Control valves to operate the barrier cylinders shall be located at the port kingpost at each end of the barge. Compressed air supply shall be via flexible hose with quick-disconnect fittings, supplied from the compressed air system of the pushboat.

555 Fire Extinguishing Systems

Four type B-II portable fire extinguishers (15 lb. CO₂ or 10 lb. Dry Chemical Powder) shall provided by Builder in accordance with the plans and 46 CFR 181.500(a). Extinguishers and brackets shall be USCG approved, marine type, and shall be installed at corners of the vessel.

580 MECHANICAL HANDLING SYSTEMS

581 Mooring System

581.1 An anchor, winch and associated rigging to enable the ready anchoring of the barge under emergency conditions, and recovery of the anchor, shall be provided and installed as shown on drawing 161-201.

581.2 The anchor shall be a 150 pound Danforth-type with appropriate shackles and a rode of 1/2 inch diameter 6 x 37 IWRC galvanized wire rope.

581.3 The anchor shall be stored in a pipe tripod and recovered using a deck winch; all as shown on the plans. Operation of the system shall be demonstrated at trials.

582 Towing Systems

582.1 A pivoting hitch arm shall be fabricated and installed on the port side of the ferry, as shown on drawing 611-201. The hitch arm shall be constructed to allow independent movement of the dedicated pushboat and the ferry. The hitch arm shall also allow an "about-face" of the pushboat without disconnecting. To secure the pushboat alongside, latch hooks on the pushboat will engage angles welded to the port side of the barge.

583 Boats, Handling and Stowage Systems

Builder shall provide and stow in fiberglass deck boxes 150 adult life jackets and 75 children's life jackets. Life jackets shall be U. S. Coast Guard approved, Type I, and shall be marked with the vessel's name.

Three 24 inch diameter ring buoys, one with attached water light and 60 foot retrieving line shall be marked and stowed on brackets as shown on drawing 555-201 and in accordance with 46 CFR 180.70.

584 Mechanically Operated Door, Gate, Ramp, Turntable Systems

The ramps may be adjusted manually by means of Patterson Type D or equal 15-ton ratchet turnbuckles. All rigging shall be to the satisfaction of the Owner.

GROUP 6 OUTFIT AND FURNISHINGS

600 OUTFIT AND FURNISHINGS, GENERAL

602 Hull Designating and Marking

Vessel's name in letters 8 inches high shall be cut from plate and welded to the hull port and starboard all in accordance with documentation requirements of the U. S. Coast Guard. The Vessel's official number shall be center punched or outlined in weld bead and painted on the hull.

603 Draft Marks

Navigational draft numbers shall be cut from plate, welded on and painted. Numbers shall be located port and starboard, forward and aft, near bulkheads 4 and 26.

604 Tags

604.1 All necessary labeling, stenciling and marking as required by Coast Guard regulations shall be made on separate plaques, boards or labels, screwed to structure.

604.2 All life jackets and ring buoys shall be marked with the vessel's name and port.

604.3 Storage boxes for life jackets shall be marked to show number and size contained in the box.

610 SHIP FITTINGS

611 Hull Fittings

611.1 Two Nabrico DF-482 or equal 24 inch cast steel cast steel keels shall be provided and welded to the starboard corners of the barge.

611.2 Two single bits, fabricated from extra-heavy pipe, shall be fitted at the port corners of the barge (hitch side) for use in case of failure of the pneumatic latch hooks.

612 Rails, Stanchions and Lifelines

612.1 Fixed rails shall be provided and installed on each side of the vessel as shown on the drawings.

612.2 A curb shall be provided and installed on each side of the vessel all as shown on the plans.

612.3 Gates shall be provided in side rails to permit crew to readily and safely cross between barge and pushboat.

620 HULL COMPARTMENTATION

623 Ladders

Vertical ladders or climbing rungs shall be provided under all manholes.

630 PRESERVATIVES AND COVERINGS

631 Painting and Surface Preparation

631.1 Vessel shall be painted with protective coatings applied over surface preparations as listed in Table 631-1, Paint Schedule. This Paint Schedule is given as a guide to the level of quality required. Builders are encouraged to quote on their standard systems. Color scheme shall be as selected by Owner, and all painting shall be subject to approval by Owner or his representative.

631.2 Paint application shall strictly follow the manufacturer's instructions, with special attention to recoating times, temperature and humidity conditions.

631.3 All painting on both the interior and exterior surfaces of the hull shall be completed, including curing, before the vessel is launched. Prior to launching the vessel, painted hull interior and exterior surfaces shall be thoroughly inspected. Notice shall be given to the COR 7 days in advance of the scheduled launching for this purpose. The vessel shall not be launched until the painting has been approved.

631.4 Prior to delivery, all interior and exterior painting shall be thoroughly inspected. Any defects in the coating system shall be repaired by the Contractor to restore the integrity of the paint. Any additional painting required as a result of this final inspection process shall be done to the satisfaction of the COR at no additional cost to the Owner.

631.5 The Contractor is responsible for delivering the vessel with all painted surfaces in good condition, and for obtaining THE PAINT WARRANTY DECLARATION from the paint manufacturer.

631.6 The Contractor shall provide a Paint Warranty Declaration document written and signed by the paint manufacturer representative, clearly stating that the surface preparation, environmental conditions, coating application procedure and thickness for each area meets the manufacturer's requirements for the paint system used, and that under normal service conditions, the coating system will maintain its integrity for a period of five (5) years.

**TABLE 631-1
 PAINT SCHEDULE**

SPACE OR AREA	PREPARATION	COAT S	DESCRIPTION	COLOR	WFT	DFT	RECOAT @ 70 DEGREES F.
Underwater Hull Keel to Sheer	Near white metal blast SSPC-SP10	1	Amercoat 385 universal epoxy	Oxide Red	7.5	5.0	8 hours
		1		Black	7.5	5.0	8 hours
		4	Amercoat 385				—
Main Deck Ramps	Commercial blast SSPC-SP6	1	Amercoat 385	Oxide Red	7.5	5.0	8 hours
		1	Amercoat 385ASA non-skid	Pearl Gray	12.0	8.0	12 hours
Voids	Power tool cleaning SSPC-SP3	1	Amercoat 5405	White	9.0	6.0	10 hours
Hand Rails Ladder	Commercial blast SSPC-SP6	1	Amercoat 385	Oxide Red	7.5	5.0	8 hours
		1	Amercoat 450HS aliphatic polyurethane	White	3.0	2.0	4 hours
Kingpost	Commercial blast SSPC-SP6	1	Amercoat 385	Oxide Red	7.5	5.0	8 hours
		1	Amercoat 450 HS	Owner's Choice	3.0	2.0	4 hours
Deck Fittings	Commercial blast SSPC-SP6	1	Amercoat 385	Oxide Red	7.5	5.0	8 hours
		1	Amercoat 450 HS	Owner's Choice	3.0	2.0	4 hours
Numbers Detail Work	Solvent cleaning SSPC-SP1	1	Amercoat 450HS	Owner's Choice	3.0	2.0	4 hours

634 Deck Covering

All deck surfaces shall be non-skid painted.

PART III – BASIS OF PAYMENT

This work will be paid for at the contract unit price per each for BARGE FERRY and PUSHBOAT.

The Department has contracted services with an engineering consultant firm, Owner's Representative, for ten (10) to fifteen (15) on site inspections of the Barge Ferry and Pushboat construction and testing:

Consultant to be determined at a later date.

After each on site inspection, the Owner's Representative will submit a progress estimate to the Department for these pay items which will be used for pay estimates. The Contractor will only receive payment for these pay items based on the progress estimates from the Owner's Representative. The final 15% of each pay item will not be paid until the Barge Ferry and Pushboat have been final accepted by the Department

BARGE FERRY AND PUSHBOAT DELIVERY

The Ferry shall be delivered to the owner at the Kampsville ferry site on the Illinois River. Alternate delivery and acceptance options can be negotiated with IDOT depending on location of construction facility. The Ferry shall be delivered ready for service, with all compartments thoroughly cleaned, all debris and Contractor's equipment removed, all machinery in operating condition, with operation fluids in the propulsion and auxiliary machinery systems filled to the proper operating level.

At or before the time of delivery, the Contractor shall supply the Owner with all documents, drawings, manuals, spare parts as required by the contract. Spare parts shall be procured for the following major equipment, main engines, steering system HPU and controls, and generator based on manufacturer recommendations.

This work will be paid for at the contract unit price per each for BARGE FERRY DELIVERY and PUSHBOAT DELIVERY.

SURPLUS BARGE AND PUSHBOAT

1. General

Existing barge ferry and pushboats identified in this part of the specification are inactive and no longer in service. They have been surplus by IDOT. Requirements of the Contractor regarding disposition of these vessels are set forth below.

NOTE: The Contractor MUST take possession of these vessels. Bidders who qualify their bid to exclude taking possession of these vessels will be considered NON-RESPONSIVE.

2. Description and Condition of Vessels

2.1 Kampsville II

Length	47.7 feet
Breadth	11.5 feet
Depth	4.2 feet
Main engines	2 x Detroit Diesel 4-71
Generator	Deutz Diesel, 8KW, 120./240 Volt (serial number 10636948)

Kampsville II is afloat at the Kampsville, IL ferry landing. All diesel engines are in running condition.

There is no Certificate of Inspection for Kampsville II.

IDOT is unaware of any hazardous materials on board Kampsville II.

2.2 Kraigel

Length	40.5 feet
Breadth	3.0 feet
Depth	10.0 feet
Main engine	1 x Detroit Diesel 6-71
Generator	Onan, 12KW, 50 Amps (serial number 0374780623)

Kraigel is afloat at the Kampsville, IL ferry landing.

There is no Certificate of Inspection for Kraigel.

IDOT is unaware of any hazardous materials on board Kraigel.

2.3 Barge 11

Length	85.0 feet
Breadth	30.0 feet
Depth	3.6 feet

Barge 11 is afloat at the Kampsville, IL ferry landing. Barge 11 holds a current USCG Certificate of Inspection.

Barge 11 has coatings containing lead.

3. Pre-Bid Survey

Prospective bidders may visit and/or survey any, or all, of these vessels during the bidding period Monday through Friday during the hours of 8:00 am to 3:00 pm. Arrangements for the visit and/or survey can be made with:

Rick Watters
Ferry Supervisor
Illinois Department of Transportation
Kampsville Ferry
P O Box 182
Kampsville, IL 62053
Phone: (618)653-4518

4. Disposition Requirements

The Contractor must take possession of each vessel in its found material condition (“as is”) at its mooring (“where is”) at the Kampsville, IL ferry landing. Upon taking possession the Contractor must remove the vessel from its mooring using Contractor-furnished equipment. All fees, labor cost, and other costs associated with removal of the vessels shall be at the Contractor’s expense.

At the time of taking possession of the vessel IDOT will transfer ownership to the Contractor. All costs associated with transfer of ownership shall be at the Contractor’s expense.

After transfer of ownership and taking possession of the vessel, the vessel becomes the Contractor’s property.

5. Schedule

The Contractor must take possession of Kampsville II, Kraigel, and Barge 11 no earlier than final acceptance of the new Pushboat and Barge Ferry and no later than 30 calendar days after final acceptance of the new Pushboat and Barge Ferry.

6. Basis of Payment

This work will be paid for at the contract unit price per each for SURPLUS BARGE and SURPLUS PUSHBOAT.

ON SITE INSPECTIONS

The Department has contracted services with an engineering consultant firm, Owner's Representative, for on site inspections of the Barge Ferry and Pushboat construction and testing.

The Contractor, all subcontractors, fabricators and/or other entity associated with this contract shall allow unrestricted access to personnel from the Department and/or Owner's Representative on site to inspect and monitor the construction and testing of the Barge Ferry, Pushboat, and appurtenances.

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

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

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

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

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

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

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

- a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

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

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

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

Monthly Labor Summary and Activity Reporting System Codes and Formats

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

I.) Monthly Labor Summary Report, Form SBE 148

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

1. **Gender:** **M** - Male **F** - Female

2. **Ethnic Group:** **1** - White **2** - Black **3** - Hispanic
4 - American Indian/Alaskan Native **5** - Asian/Pacific Islander

3. **Work Classification:** **OF** - Official **SU** - Supervisor **FO** - Foremen
CL - Clerical **CA** - Carpenter **EO** – Operator **ME** - Mechanic
TD - Truck Driver **IW** - Ironworker **PA** - Painter **OT** - Other
EL - Electrician **PP** - Pipefitter **TE** – Technical **LA** – Laborer
CM - Cement Mason

4. **Employee Status:** **O** - Owner Operator **J** - Journeyman
C - Company **A** – Apprentice **T** - Trainee

Specific “Fixed Length Comma Delimited ASCII File Format”

<u>Order</u>	<u>Field Name</u>	<u>Type</u>	<u>Size</u>
1	Contractor Number	A	4
2	Contractor Reference Number	A	6
3	Contract Number	A	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	A	11
6	Name	A	40
7	Gender	A	1
8	Ethnic Group	A	1
9	Work Classification	A	1
10	Employee Status	A	1
11	Total Hours (000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt
 i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

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

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

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

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

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

This Special Provision must be included in each subcontract agreement.

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

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

This Special Provision must be included in each subcontract agreement.

NAMES

The name of the pushboat will be Columbiana and the name of the barge ferry will be Barge 2013. These names shall be placed on the appropriate vessel in compliance with maritime regulations.

This work shall not be paid for separately but shall be included in the cost of PUSHBOAT and BARGE FERRY.

PLAN CHANGES

The Contractor is directed to the various title blocks in the contract plans. The project information shall be changed as follows:

- Kampsville shall now refer to Kampsville
- Any route designation shall now refer to FAP Route 761
- Any section designation shall now refer to Section 101-I-2
- Any county designation shall now refer to Calhoun/Greene Counties
- Any contract designation shall now refer to Contract No. 76G16

SPARE PARTS PUSHBOAT

The Contractor shall provide the following pushboat spare parts at the time of delivery. The type and size of all spare parts shall be as shown or detailed in the contract plans, special provision, and specifications.

POWER TRAIN PARTS	# NEEDED
Propeller Shaft	1 Each
Right Hand turning Stainless Steel 4 Blade Propeller	1 Each
Left Hand turning Stainless Steel 4 Blade Propeller	1 Each
Spare Transmissions	2 Each
ENGINE PARTS	# NEEDED
TDI Air Starter T-306060211-001	2 Each
STEERING PARTS	# NEEDED
Main Rudder Complete	1 Each
Flanking Rudder Complete	1 Each
Hydraulic Rudder Steering Cylinders	2 Steering 2 Flanking
MISCELLANEOUS PARTS	# NEEDED
All Filters Required	1 Case (min. of 12) Each Type
All Hoses Required	1 Complete Set

The spare parts shall not be paid for separately, but shall be included in the cost of the PUSHBOAT pay item.

SPARE PARTS BARGE

The Contractor shall provide the following barge spare parts at the time of delivery. The type and size of all spare parts shall be as shown or detailed in the contract plans, special provision, and specifications.

MISCELLANEOUS PARTS	# NEEDED
All Filters Required	1 Case (min. of 12) Each Type
All Hoses Required	1 Complete Set
Spare air cylinders for Barrier Each end	4 each

The spare parts shall not be paid for separately, but shall be included in the cost of the BARGE pay item.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

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

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

1. ILLINOIS STATE LAW REQUIRES A 48-HOUR NOTICE TO BE GIVEN TO UTILITIES BEFORE DIGGING. FIELD MARKING OF FACILITIES MAY BE OBTAINED BY CONTACTING J.U.L.I.E. (1-800-892-0123 OR 811) OR FOR NON-MEMBERS THE UTILITY COMPANY DIRECTLY.
2. UTILITY INTERFERENCES ARE NOT ANTICIPATED ON THIS CONTRACT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS CONSTRUCTION ACTIVITIES WITH THE VARIOUS UTILITY OWNERS. ALL POTENTIAL CONFLICTS SHALL BE INVESTIGATED AND REMEDIAL ACTION TAKEN PRIOR TO INTERRUPTION OF THE CONTRACTOR'S PROGRESS. NO ADDITIONAL COST SHALL BE ADDED TO THE CONTRACT RESULTING FROM UTILITY CONFLICTS.

COMPLETION DATE (VIA CALENDAR DAYS) (BDE)

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon **360** calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4)
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2013

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

"Schedule of Deductions for Each Day of Overrun in Contract Time"			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525"

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

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

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

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

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

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **2**. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

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

Effective: August 1, 2012

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

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

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

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

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$10.00 per hour for **TRAINEES TRAINING PROGRAM GRADUATE**. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is **2**. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

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

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

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

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

UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revised: January 1, 2012

Revise Article 105.07 of the Standard Specifications to read:

“105.07 Cooperation with Utilities. The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer.”

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

“When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply.”

Revise Article 107.31 of the Standard Specification to read:

“107.31 Reserved.”

Add the following four Articles to Section 107 of the Standard Specifications:

“107.37 Locations of Utilities within the Project Limits. All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.

- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
- (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
 - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

- (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 applicable to the utility 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 Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
 - (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

(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 three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three 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 days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

(d) Other Obligations of Contractor. Upon payment of a claim 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."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **360** calendar 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 contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

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

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

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

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

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

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

* * * * *

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

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

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

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

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

NOTICE

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

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

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

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

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