

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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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 17, 2014

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 60W49
COOK County
Section 2013-026-I
Route FAI 90/94
Project ACNHPP-000S(956)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 60W49
COOK County
Section 2013-026-I
Project ACNHPP-000S(956)
Route FAI 90/94
District 1 Construction Funds**

Installation of CCTV cameras, towers, cable and other related work for the communications hut located at the Circle Interchange in-field area in Chicago.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
10. **The services of a subcontractor will be used.**

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60W49

State Job # - C-91-306-13

County Name - COOK--

Code - 31 - -

District - 1 - -

Section Number - 2013-026-I

Project Number
 ACNHPP-000S/956/

Route
 FAI 90/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0323898	CCTV DOME CAMERA	EACH	10.000				
X0323914	FOC SPLICE - LATERAL	EACH	3.000				
X0324597	CCTV CABINET	EACH	5.000				
X0326945	CCTV CAMERA EQUIPMENT	EACH	10.000				
X0326946	CCTV CAMERA INSTALL	EACH	6.000				
X0327561	BUDG ALLOW CCTV INTGR	L SUM	1.000				
X0327683	CCTV CAM STR GS 100MH	EACH	2.000				
X0783300	P.S. ELECTRICAL WORK	L SUM	1.000				
X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
X8710012	FOCC INSTALL ONLY	FOOT	670.000				
X8710036	FIB OPT CBL 12F SM	FOOT	629.000				
X8710047	FOC A SS 24F SM	FOOT	2,837.000				
Z0010614	CLEAN EX MAN/HAND	EACH	2.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0030850	TEMP INFO SIGNING	SQ FT	24.000				
67100100	MOBILIZATION	L SUM	1.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	0.500				
81028200	UNDRGRD C GALVS 2	FOOT	38.000				
81028220	UNDRGRD C GALVS 3	FOOT	102.000				
81028370	UNDRGRD C PVC 3	FOOT	560.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60W49

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 ACNHPP-000S/956/

Route
 FAI 90/94

County Name - COOK--

Code - 31 - -

District - 1 - -

Section Number - 2013-026-I

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81100300	CON AT ST 1 GALVS	FOOT	120.000				
81100320	CON AT ST 1 PVC GS	FOOT	210.000				
81100400	CON AT ST 1 1/4 GALVS	FOOT	110.000				
81100420	CON AT ST 1.25 GS PVC	FOOT	40.000				
81100600	CON AT ST 2 GALVS	FOOT	10.000				
81100605	CON AT ST 2 PVC GALVS	FOOT	700.000				
81100805	CON AT ST 3 PVC GALVS	FOOT	40.000				
81300550	JUN BX SS AS 12X12X6	EACH	4.000				
81300960	JUN BX SS AS 42X36X12	EACH	3.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60W49

State Job # - C-91-306-13

Project Number
 ACNHPP-000S/956/

Route
 FAI 90/94

County Name - COOK- -

Code - 31 - -

District - 1 - -

Section Number - 2013-026-I

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81702441	EC C XLP 2-12C 1-12CG	FOOT	224.000				
87000885	ECA C XLPTC 2C 6 8	FOOT	1,455.000				
87900200	DRILL EX HANDHOLE	EACH	3.000				

CONTRACT NUMBER

60W49

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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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.

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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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 ___

RETURN WITH BID

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

(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: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

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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)

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 60W49
COOK County
Section 2013-026-I
Project ACNHPP-000S(956)
Route FAI 90/94
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 60W49
COOK County
Section 2013-026-I
Project ACNHPP-000S(956)
Route FAI 90/94
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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



Illinois Department of Transportation

Return with Bid
(If Applicable)

Division of Highways
Annual Proposal Bid Bond

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

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(Name of Person)

Signed and attested before me on _____ (date)
by _____
(Name of Person)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____

Signed and attested before me on _____ (date)
by _____

(Name of Person)

(Name of Person)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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

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. 60W49
COOK County
Section 2013-026-I
Project ACNHPP-000S(956)
Route FAI 90/94
District 1 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

<input type="checkbox"/>	_____	_____
	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. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. January 17, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60W49
COOK County
Section 2013-026-I
Project ACNHPP-000S(956)
Route FAI 90/94
District 1 Construction Funds**

Installation of CCTV cameras, towers, cable and other related work for the communications hut located at the Circle Interchange in-field area in Chicago.

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

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

By Order of the
Illinois Department of Transportation

Ann L. Schneider,
Secretary

INDEX
 FOR
 Supplemental SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

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

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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; in effect on the date of invitations for bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction FAI 90/94 (I-90/94); Project ACHNPP-0005(956), Section 2013-026-I; Cook County, Contract 60W49 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI 90/94 at I-290/Congress Parkway (Circle Interchange)
& at South Branch Chicago River Surveillance
Project ACHNPP-0005(956)
Section 2013-026-I
Cook County
Contract 60W49

LOCATION OF IMPROVEMENT

This improvement begins at the SE Bridge House located on the east side of the South Branch of the Chicago River and extends along Interstate I-290 to the Communications Hut within the I-90/94 Circle interchange, City of Chicago, Cook County.

DESCRIPTION OF IMPROVEMENT

This project is an installation of fiber optic cable along/adjacent to Congress Parkway and the work to be performed under this contract consists of fiber optic conduit, closed circuit television cameras, junction boxes, CCTV equipment, fiber optic cable in conduit, aerial fiber optic cable and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: July 1, 1994

Utility companies involved in this project have provided the following:

No conflicts anticipated.

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985 Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on July 31, 2014 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 5 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work maybe allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the contract items within the required number of calendar days and/or fail to complete the work on or before the completion date as specified in the Special Provisions for COMPLETIONDATE PLUS WORKING DAYS, or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$5,000 (five thousand dollars), not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

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

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

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

HIGHWAY STANDARDS:

701101	OFF-ROAD OPERATIONS, MULTILANE, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE
701106	OFF-ROAD OPERATIONS, MULTILANE, MORE THAN 15' (4.5 m) AWAY
701400	APPROACH TO LANE CLOSURE, FREEWAY/EXPRESSWAY
701401	LANE CLOSURE, FREEWAY/EXPRESSWAY
701422	LANE CLOSURE MULTI LANE 45-55 MPH
701411	LANE CLOSURE MULTI LANE – ENTRANCE OR EXIT RAMPS 45MPH+
701901	TRAFFIC CONTROL DEVICES
701426	LANE CLOSURE, MULTI=LANE INTERMITTENT OR MOVING OPERATION FOR SPEEDS >_45 MPH
701428	TRAFFIC CONTROL, SETUP AND REMOVAL FREEWAY/EXPRESSWAY

DISTRICT ONE DETAILS:

TC-9	SINGLE AND MULTI-LANE WEAVE
TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS
TC-17	PARTIAL RAMP OR SHOULDER CLOSURE
TC-18	SIGNING FOR FLAGGING OPERATIONS AT WORK ZONE OPENINGS
TC-22	ARTERIAL ROAD INFORMATION SIGN

SPECIAL PROVISIONS:

Keeping the Expressway Open to Traffic
Failure to Open Traffic Lanes to Traffic
Traffic Control and Protection (Expressways)
Traffic Control for Work Zone Areas
Temporary Information Signing
Public Convenience and Safety

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Effective: March 22, 1996

Revised: June 17, 2013

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

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

LOCATION: I-90/94: Roosevelt to Jackson

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday-Thursday	1-Lane	10:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
Friday	1-Lane	11:00 PM (Fri)	to	6:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	10:00 PM (Sat)	to	9:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	9:00 AM (Sun)

LOCATION: I-290: Central to Wells (4-Lane Section)

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday - Thursday	1-Lane	8:00 PM	to	5:00 AM
	2-Lane	11:00 PM	to	5:00 AM
Friday	1-Lane	10:00 PM (Fri)	to	8:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	10:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	8:00 AM (Sun)

In addition to the hours noted above, temporary shoulder and partial ramp closures are allowed weekdays between 9:00 A.M. and 3:00 P.M. and between 7:00 P.M. and 5:00 A.M.

Temporary ramp closures for service interchanges will only be permitted at night during the restricted hours listed for temporary one-lane closures within the project limits. However, no two (2) adjacent entrance and exit ramps in one direction of the expressway shall be closed at the same time.

Freeway to freeway (system interchange) full ramp closures for two lane ramps will not be permitted. Partial ramp closures of system ramps may be allowed during the 1-lane closure hours above. System ramp full closures for single lane ramps are only permitted for a maximum of four (4) hours

- between the hours of 1:00 a.m. and 5:00 a.m. on Monday thru Friday
- between the hours of 1:00 a.m. and 6:00 a.m. on Saturday, and
- between the hours of 1:00 a.m. and 7:00 a.m. on Sunday.

The Contractor shall furnish and install large (48" X 48") "DETOUR with arrow" signs as directed by the Engineer for all system ramp closures. In addition, one portable changeable message sign will be required to be placed in advance of the ramp closure. The cost of these signs and PCMS board shall be included in the cost of traffic control and protection (6 static signs maximum per closure).

Should the Contractor fail to completely open, and keep open, the ramps to traffic in accordance with the above limitations, the Contractor shall be liable to the Department for liquidated damages as noted under the Special Provision, "Failure to Open Traffic Lanes to Traffic".

Narrow Lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st.

Full Expressway Closures will only be permitted for a maximum of 15 minutes at a time during the low traffic volume hours of 1:00 A.M. to 5:00 A.M. Monday thru Friday and from 1:00 A.M. to 7:00 A.M. on Sunday. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. Police forces should be notified and requested to close off the remaining lane at which time the work item may be removed or set in place. The District One Traffic Operations Department **shall be** notified (847-705-4151) at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of the proposed road closure and will coordinate the closure operations with police forces.

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

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

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) without a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a half (1/2) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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

TRAFFIC CONTROL FOR WORK ZONE AREAS

Effective: 9/14/95

Revised: 1/1/07

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and pickup trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone at the entry openings. These openings shall be signed in accordance with the details shown elsewhere in the plans and shall be under flagger control during working hours.

The Contractor shall plan his trucking operations into and out of the work zone as well as on to and off the expressway to maintain adequate merging distance. Merging distances to cross all lanes of traffic shall be no less than 1/2 mile. This distance is the length from where the trucks enter the expressway to where the trucks enter the work zone. It is also the length from where the trucks exit the work zone to where the trucks exit the expressway. The stopping of expressway traffic to allow trucks to change lanes and/or cross the expressway is prohibited.

Failure to comply with the above requirements will result in a Traffic Control Deficiency charge. The deficiency charge will be calculated as outlined in Article 105.03 of the Standard Specifications. The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

Description. This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials. Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation. The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement. This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment. This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

“Maintenance transfer and Preconstruction Inspection:

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

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

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

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

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

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

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

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

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as noted', 'Disapproved', or 'Information Only'.

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

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

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

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

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

Add the following to Section 801 of the Standard Specifications:

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

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

Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

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

Add the following to Article 801.16 of the Standard Specifications:

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

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

Datum to be used shall be North American 1983.

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

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

Examples:

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

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

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

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

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

Fiber Optic Cable, Single Mode

Description. The Contractor shall furnish and install loose-tube, single-mode, fiber optic cable of the number of fibers specified as shown in the plans and as directed by the Engineer

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

Materials. The single-mode, fiber optic cable shall incorporate a loose, buffer-tube design. The cable shall be an accepted product of the United States Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.900 and meet the requirements of ANSI/ICEA Standard for Fiber Optic Outside Plant Communications Cable, ANSI/ICEA S-87-640-1999 for a single sheathed, non-armored cable, and shall be new, unused and of current design and manufacture.

Fibers

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

The single-mode fiber shall meet EIA/TIA-492CAAA, "Detail Specification for Class IVa Dispersion-Unshifted Single-Mode Optical Fibers," and ITU recommendation G.652.D, "Characteristics of a single-mode optical fiber cable."

Physical Construction			
Requirement		Units	Value
Cladding Diameter		(µm)	125.0 ± 0.7
Core-to-Cladding Concentricity		(µm)	≤ 0.5
Cladding Non-Circularity			≤ 0.7 %
Mode Field Diameter	1310 nm	(µm)	9.2 ± 0.4
	1550 nm		10.4 ± 0.5
Coating Diameter		(µm)	245 ± 5
Colored Fiber Nominal Diameter		(µm)	253 - 259
Fiber Curl radius of curvature		(m)	> 4.0 m

Optical Characteristics			
Requirement		Units	Value
Cabled Fiber Attenuation		1310 nm	≤ 0.4
		1550 nm	≤ 0.3
Point discontinuity		1310 nm	≤ 0.1
		1550 nm	≤ 0.1
Macrobend Attenuation	Turns	Mandrel OD	
	1	32 ± 2 mm	< 0.05 at 1550 nm
	100	50 ± 2 mm	< 0.05 at 1310 nm
	100	50 ± 2 mm	< 0.10 at 1550 nm
	100	60 ± 2 mm	< 0.05 at 1550 nm
	100	60 ± 2 mm	< 0.05 at 1625 nm
Cable Cutoff Wavelength (λ_{ccf})		(nm)	< 1260
Zero Dispersion Wavelength (λ_0)		(nm)	1302 ≤ λ_0 ≤ 1322
Zero Dispersion Slope (S_0)		(ps/(nm ² •km))	≤ 0.089
Total Dispersion		1550 nm	≤ 3.5
		1285-1330 nm	≤ 17.5
		1625 nm	≤ 21.5
Cabled Polarization Mode Dispersion		(ps/km ⁻²)	≤ 0.2
IEEE 802.3 GbE - 1300 nm Laser Distance		(m)	up to 5000
WaterPeak Attenuation: 1383 ± 3 nm		(dB/km)	≤ 0.4

Cable Construction

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

Optical fibers shall be placed inside a loose buffer tube. The nominal outer diameter of the buffer tube shall be 3.0 mm. Each buffer tube shall contain up to 12 fibers. The fibers shall not adhere to the inside of the buffer tube.

Each fiber shall be distinguishable by means of color coding in accordance with TIA/EIA-598-B, "Optical Fiber Cable Color Coding." The fibers shall be colored with ultraviolet (UV) curable inks.

Buffer tubes containing fibers shall be color coded with distinct and recognizable colors in accordance with TIA/EIA-598-B, "Optical Fiber Cable Color Coding." Buffer tube colored stripes shall be inlaid in the tube by means of co-extrusion when required. The nominal stripe width shall be 1 mm.

For cables containing more than 12 buffer tubes, standard colors are used for tubes 1 through 12 and stripes are used to denote tubes 13 through 24. The color sequence applies to tubes containing fibers only, and shall begin with the first tube. If fillers are required, they shall be placed in the inner layer of the cable. The tube color sequence shall start from the inside layer and progress outward.

In buffer tubes containing multiple fibers, the colors shall be stable across the specified storage and operating temperature range and shall not be subject to fading or smearing onto each other. Colors shall not cause fibers to stick together.

The buffer tubes shall be resistant to external forces and shall meet the buffer tube cold bend and shrink back requirements of 7 CFR 1755.900.

Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed. Fillers shall be placed so that they do not interrupt the consecutive positioning of the buffer tubes. In dual layer cables, any fillers shall be placed in the inner layer. Fillers shall be nominally 2.5 mm or 3.0 mm in outer diameter.

The central member shall consist of a dielectric, glass reinforced plastic (GRP) rod (optional steel central member). The purpose of the central member is to provide tensile strength and prevent buckling. The central member shall be overcoated with a thermoplastic when required to achieve dimensional sizing to accommodate buffer tubes/fillers.

Each buffer tube shall contain a water-swellable yarn for water-blocking protection. The water-swellable yarn shall be non-nutritive to fungus, electrically non-conductive, and homogeneous. It shall also be free from dirt or foreign matter. This yarn will preclude the need for other water-blocking material; the buffer-tube shall be gel-free. The optical fibers shall not require cleaning before placement into a splice tray or fan-out kit.

Buffer tubes shall be stranded around the dielectric central member using the reverse oscillation, or "S-Z", stranding process.

Water swellable yarn(s) shall be applied longitudinally along the central member during stranding.

Two polyester yarn binders shall be applied contrahelicly with sufficient tension to secure each buffer tube layer to the dielectric central member without crushing the buffer tubes. The binders shall be non-hygroscopic, non-wicking, and dielectric with low shrinkage.

For single layer cables, a water swellable tape shall be applied longitudinally around the outside of the stranded tubes/fillers. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter.

For dual layer cables, a second (outer) layer of buffer tubes shall be stranded over the original core to form a two layer core. A water swellable tape shall be applied longitudinally over both the inner and outer layer. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter.

The cables shall contain one ripcord under the sheath for easy sheath removal.

Tensile strength shall be provided by the central member, and additional dielectric yarns as required.

The dielectric yarns shall be helically stranded evenly around the cable core.

The cables shall be sheathed with medium density polyethylene (MDPE). The minimum nominal jacket thickness shall be 1.4 mm. Jacketing material shall be applied directly over the tensile strength members (as required) and water swellable tape. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.

The MDPE jacket material shall be as defined by ASTM D1248, Type II, Class C, Category 4 and Grades J4, E7 and E8.

The jacket or sheath shall be free of holes, splits, and blisters.

The cable jacket shall contain no metal elements and shall be of a consistent thickness.

Cable jackets shall be marked with the manufacturer's name, month and year of manufacture, sequential meter or foot markings, a telecommunication handset symbol as required by Section 350G of the National Electrical Safety Code (NESEC), fiber count, and fiber type. The actual length of the cable shall be within -0/+1% of the length markings. The print color shall be white, with the exception that cable jackets containing one or more co-extruded white stripes, which shall be printed in light blue. The height of the marking shall be approximately 2.5 mm.

The maximum pulling tension shall be 2700 N (608 lbf) during installation (short term) and 890 N (200 lbf) long term installed.

The shipping, storage, and operating temperature range of the cable shall be -40°C to +70°C. The installation temperature range of the cable shall be -30°C to +70°C.

General Cable Performance Specifications

The fiber optic cable manufacturer shall provide documentation and certify that the fiber optic cable complies with the following EIA-455-~~xxx~~ Fiber Optic Test Procedures (FOTP):

When tested in accordance with FOTP-3, "*Procedure to Measure Temperature Cycling Effects on Optical Fibers, Optical Cable, and Other Passive Fiber Optic Components*," the change in attenuation at extreme operational temperatures (-40°C and +70°C) shall not exceed 0.15 dB/km at 1550 nm for single-mode fiber and 0.3 dB/km at 1300 nm for multimode fiber.

When tested in accordance with FOTP-82, "*Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable*," a one meter length of unaged cable shall withstand a one meter static head or equivalent continuous pressure of water for one hour without leakage through the open cable end.

When tested in accordance with FOTP-81, "*Compound Flow (Drip) Test for Filled Fiber Optic Cable*," the cable shall exhibit no flow (drip or leak) of filling and/or flooding material at 70°C.

When tested in accordance with FOTP-41, "*Compressive Loading Resistance of Fiber Optic Cables*," the cable shall withstand a minimum compressive load of 220 N/cm (125 lbf/in) applied uniformly over the length of the sample. The 220 N/cm (125 lbf/in) load shall be applied at a rate of 2.5 mm (0.1 in) per minute. The load shall be maintained for a period of 1 minute. The load shall then be decreased to 110 N/cm (63 lbf/in). Alternatively, it is acceptable to remove the 220 N/cm (125 lbf/in) load entirely and apply the 110 N/cm (63 lbf/in) load within five minutes at a rate of 2.5 mm (0.1 in) per minute. The 110 N/cm (63 lbf/in) load shall be maintained for a period of 10 minutes. Attenuation measurements shall be performed before release of the 110 N/cm (63 lbf/in) load. The change in attenuation shall not exceed 0.15 dB at 1550 nm for single-mode fibers and 0.30 dB at 1300 nm for multimode fiber.

When tested in accordance with FOTP-104, "*Fiber Optic Cable Cyclic Flexing Test*," the cable shall withstand 25 mechanical flexing cycles around a sheave diameter not greater than 20 times the cable diameter. The change in attenuation shall not exceed 0.15 dB at 1550 nm for single-mode fiber and 0.30 dB at 1300 nm for multimode fiber.

When tested in accordance with FOTP-25, "*Repeated Impact Testing of Fiber Optic Cables and Cable Assemblies*," except that the number of cycles shall be two at three locations along a one meter cable length and the impact energy shall be at least 4.4 Nm (in accordance with ICEA S-87-640)", the change in attenuation shall not exceed 0.15 dB at 1550 nm for single-mode fiber and 0.30 dB at 1300 nm for multimode fiber.

When tested in accordance with FOTP-33, "*Fiber Optic Cable Tensile Loading and Bending Test*," using a maximum mandrel and sheave diameter of 560 mm, the cable shall withstand a rated tensile load of 2670N (601 lbf) and residual load of 30% of the rated installation load. The axial fiber strain shall be $\leq 60\%$ of the fiber proof level after completion of 60 minute conditioning and while the cable is under the rated installation load. The axial fiber strain shall be $\leq 20\%$ of the fiber proof level after completion of 10 minute conditioning and while the cable is under the residual load. The change in attenuation at residual load and after load removal shall not exceed 0.15 dB at 1550 nm for single mode fiber and 0.30 dB at 1300 nm for multimode fiber.

When tested in accordance with FOTP-85, "*Fiber Optic Cable Twist Test*," a length of cable no greater than 2 meters shall withstand 10 cycles of mechanical twisting. The change in attenuation shall not exceed 0.15 dB at 1550 nm for single-mode fiber and 0.30 dB at 1300 nm for multimode fiber.

When tested in accordance with FOTP-37, "*Low or High Temperature Bend Test for Fiber Optic Cable*," the cable shall withstand four full turns around a mandrel of ≤ 20 times the cable diameter after conditioning for four hours at test temperatures of -30°C and $+60^{\circ}\text{C}$. Neither the inner or outer surfaces of the jacket shall exhibit visible cracks, splits, tears, or other openings. The change in attenuation shall not exceed 0.30 dB at 1550 nm for single mode fiber and 0.50 dB at 1300 nm for multimode fiber.

Quality Assurance Provision

All cabled optical fibers > 1000 meters in length shall be 100% attenuation tested. The attenuation of each fiber shall be provided with each cable reel. The cable manufacturer shall be TL 9000 registered.

Packaging

Top and bottom ends of the cable shall be available for testing. Both ends of the cable shall be sealed to prevent the ingress of moisture. Each reel shall have a weather resistant reel tag attached identifying the reel and cable. The reel tag shall include the following information:

- Cable Number
- Gross Weight
- Shipped Cable Length in Meters
- Job Order Number
- Product Number
- Customer Order Number
- Date Cable was Tested
- Manufacturer Order Number
- Cable Length Markings
 - a: Top (inside end of cable)
 - b: Bottom (outside end of cable)

The reel (one flange) marking shall include:

- Manufacturer
- Country of origin
- An arrow indicating proper direction of roll when handling
- Fork lift-handling illustration
- Handling Warnings.

Each cable shall be accompanied by a cable data sheet. The cable data sheet shall include the following information:

- Manufacturer Cable Number
- Manufacturer Product Number
- Manufacturer Factory Order Number
- Customer Name
- Customer Cable Number
- Customer Purchase Order Number
- Mark for Information
- Ordered Length
- Maximum Billable Length
- Actual Shipped Length
- Measured Attenuation of Each Fiber

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

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

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

Optical Patch Cords and Pigtails

The optical patch cords and pigtails shall comply with the following:

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

Connectors

The optical connectors shall comply with the following:

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

CONSTRUCTION REQUIREMENTS

Experience Requirements

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

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

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

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

Installation in Raceways

The Contractor shall provide a cable-pulling plan, identifying where the cable will enter the underground system and the direction of pull. This plan will address locations where the cable is pulled out of a handhole, coiled in a figure eight, and pulled back into the hand hole. The plan shall address the physical protection of the cable during installation and during periods of downtime. The cable-pulling plan shall be provided to the Engineer for approval a minimum of 15 working days prior to the start of installation. The Engineer's approval shall be for the operation on the freeway and does not include an endorsement of the proposed procedures. The Contractor is responsible for the technical adequacy of the proposed procedures.

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

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

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

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

Where cable is to be pulled through existing conduit which contains existing cables, optical or other, the existing cables shall be removed and reinstalled with the fiber optic cable as indicated on the plans. The removal of the cable(s) shall be paid for separately. Reinstallation of the existing cables, if indicated on the plans, along with the fiber optic cable shall be included in this item for payment.

Tracer Wire

A tracer wire shall be installed with all fiber optic cable runs. One tracer wire shall be installed along with the fiber optic cable in each raceway. If a raceway has more than one fiber optic cable, only one tracer wire per raceway is required. If there are parallel raceways, a tracer wire is required in each raceway that contains a fiber optic cable. Tracer wire shall be installed in raceway segments which are metallic to provide a continuous tracer wire system.

The tracer wire shall be a direct burial rated, number 12 AWG (minimum) solid (.0808" diameter), steel core soft drawn high strength tracer wire. The wire shall have a minimum 380 pound average tensile break strength. The wire shall have a 30 mil high density yellow polyethylene (HDPE) jacket complying with ASTM-D-1248, and a 30 volt rating.

Connection devices used shall be as approved by the tracer wire manufacturer, except wire nuts of any type are not acceptable and shall not be used.

The cost of the tracer wire shall be included in the cost of the fiber optic cable and not paid for separately.

Aerial Fiber Optic Cable

Aerial fiber optic cable assemblies shall be of a self-supporting figure-8 design. The fiber optic cable shall be as described herein and shall be waterblocked utilizing water-swellaable materials. The cable assembly shall be designed and manufactured to facilitate midspan access.

The fiber optic cable, 24 FO SM self supporting cable is required at locations shown on the plans since the cable will be exposed to weather and capable of being relocated in the future during the Congress Parkway Bridge rehabilitation/reconstruction traffic staging. The submittal information must include a copy of the standard installation instructions for the proposed cable.

Fiber Optic Cable Attached to Steel Beam

The 24 aerial fiber optic cable, single mode aerial self supporting cable attached to the steel beam (bottom flange), as shown on the plans, shall be secured/clamped to the beam with hardware that will not impede the optical characteristics of the cable.

The aerial fiber optic cable or fiber optic cable and power cable attached to the beam as shown on the plans will be secured to the steel beam with PVC coated clamps or approved device at 6'-0" intervals and a maximum of 2'-0" from any change in direction or prior to entering conduit.

Along steel beams no welding shall be allowed to secure the clamp to the steel beam. In addition along steel beams, should the clamping device require drilling holes in the steel beam/bottom flange, drill holes shall not extend through the full thickness of the steel beam, i.e. bottom flange.

The submittal information must include a copy of the standard installation instructions for the proposed cable attachment to steel beam. The cost of the attaching the cable to steel beam as shown on the plans shall be included in the cost of the 24 fiber optic, single mode, self-supporting cable.

Construction Documentation Requirements

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

Operation and Maintenance Documentation

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

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

Testing Requirements

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

Fibers which are not to be terminated shall be shall be tested with a temporary fusion spliced pigtail fiber. **Mechanical splice or bare fiber adapters are not acceptable.**

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

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

A fiber ring or fiber box shall be used to connect the OTDR to the fiber optic cable under test at both the launch and receive ends. The tests shall be conducted at 1310 and 1550 nm for all fibers.

All testing shall be witnessed by the IDOT Engineer and a copy of the test results (CD ROM or USB Drive) shall be submitted on the same day of the test. Hardcopies shall be submitted as described herein with copies on CD ROM.

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

Cable & Fiber Identification:

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

Test Results shall include:

- OTDR Test results
- Total Fiber Trace
- Splice Loss/Gain
- Events > 0.10 dB
- Measured Length (Cable Marking)
- Total Length (OTDR)
- Optical Source/Power Meter Total Attenuation (dB/km)

Sample Power Meter Tabulation:

Power Meter Measurements (dB)									
Location		Fiber No.	Cable Length (km)	A to B		B to A		Bidirectional Average	
A	B			1310 nm	1550 nm	1310 nm	1550 nm	1310 nm	1550 nm
		1							
		2							
Maximum Loss									
Minimum Loss									

The OTDR test results file format must be Bellcore/Telcordia compliant according to GR-196-CORE Issue 2, OTDR Data Standard, GR 196, Revision 1.0, GR 196, Revision 1.1, GR 196, Revision 2.0 (SR-4731) in a “.SOR” file format. A copy of the test equipment manufacturer’s software to read the test files, OTDR and power, shall be provided to the Department. These results shall also be provided in tabular form, see sample below:

Sample OTDR Summary					
Cable Designation:	<i>TCF-IK-03</i>	OTDR Location:	<i>Pump Sta. 67</i>	Date:	<i>1/1/00</i>
Fiber Number	Event Type	Event Location	Event Loss (dB)		
			1310 nm	1550 nm	
<i>1</i>	<i>Splice</i>	<i>23500 Ft.</i>	<i>.082</i>	<i>.078</i>	
<i>1</i>	<i>Splice</i>	<i>29000 Ft.</i>	<i>.075</i>	<i>.063</i>	
<i>2</i>	<i>Splice</i>	<i>29000 Ft.</i>	<i>.091</i>	<i>.082</i>	
<i>3</i>	<i>Splice</i>	<i>26000 Ft.</i>	<i>.072</i>	<i>.061</i>	
<i>3</i>	<i>Bend</i>	<i>27000 Ft.</i>	<i>.010</i>	<i>.009</i>	

The following shall be the criteria for the acceptance of the cable:

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

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

If the total loss exceeds these specifications, the Contractor shall replace or repair that cable run at the no additional cost to the state, both labor and materials. Elevated attenuation due to exceeding the pulling tension during installation shall require the replacement of the cable run at no additional cost to the State, including labor and materials.

Splicing Requirements

Splices shall be made at locations shown on the Plans. Any other splices shall be permitted only with the approval of the Engineer. Splices will be paid for separately. All splice locations must be identified in the Record Drawings. **Cable runs which dead-end at a handhole, communications vault, interconnect cabinet, or any other type of enclosure, shall be dead ended in a splice enclosure.**

Slack Storage of Fiber Optic Cables

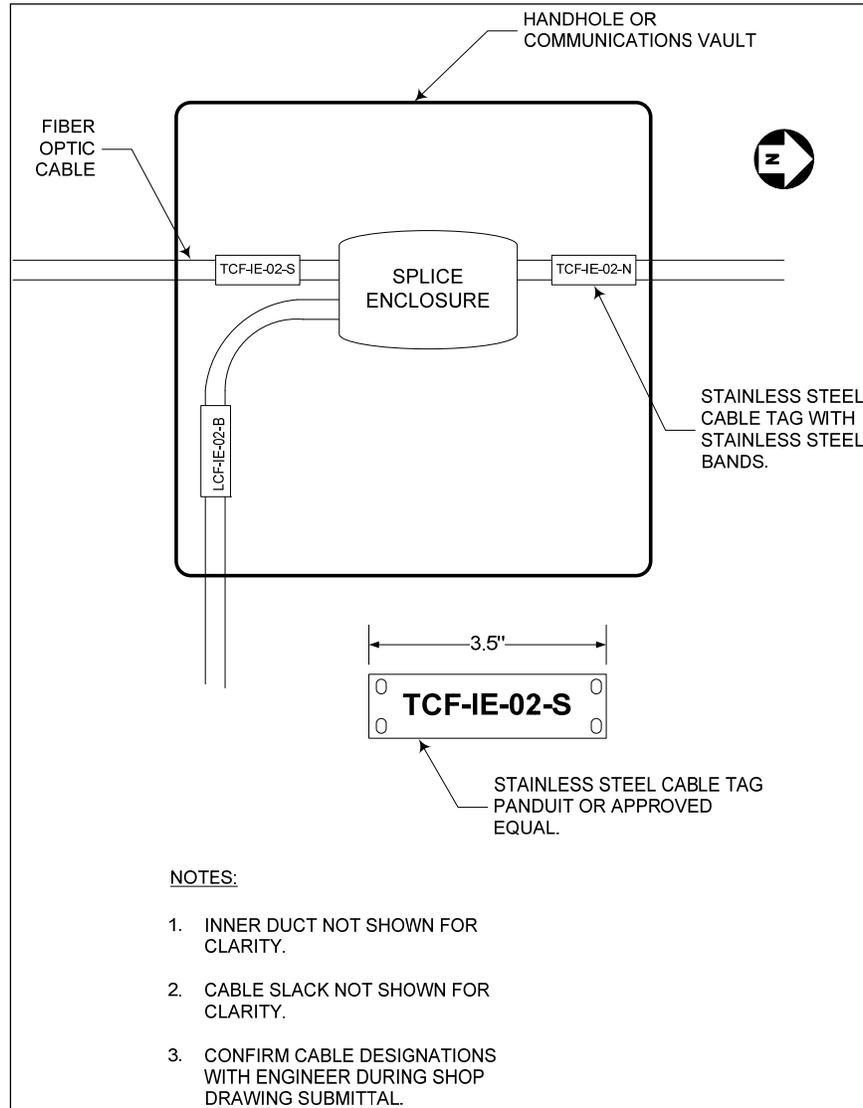
Included as a part of this item, slack fiber shall be supplied as necessary to allow splicing the fiber optic cables in a controlled environment, such as a splicing van or tent. After splicing has been completed, the slack fiber shall be stored underground in handholes or in the raised base adapters of ground mounted cabinets in accordance with the fiber optic cable manufacturer's guidelines. Fiber optic cable slack shall be 100 feet for each cable at each splice location, above or below ground. Fiber optic cable slack shall be 50 feet for each cable at access points, above or below ground, where splicing is not involved. This slack shall be measured for payment.

Additional fiber optic slack cable shall be provided between Jefferson Street and the handhole west of Des Plaines Street. To accommodate future Congress Parkway traffic staging, 350 feet of slack cable will be provided and apportioned between the Jefferson Street location and the handhole located west of Des Plaines Street. This slack cable shall be measured for payment.

A fiber optic cable support assembly shall be recommended and approved by the Engineer at fiber optic cable slack locations as required herein and shown on the plans. Each support assembly shall consist of multiple brackets, racks, and/or rails required to suspend the required surplus cabling and any splice enclosures required. The support assembly shall be made from or coated with weather resistant material such that there is no corrosion of the supports. The support assemblies shall be anchored using stainless steel hardware.

The fiber optic cable support assemblies shall be provided where slack cable is required as stipulated herein and included in the contract unit price for fiber optic cable.

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



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

Method of Measurement. Fiber optic cable will be measured for payment in feet in place installed and tested. Fiber optic cable will be measured horizontally and vertically between the changes in direction, including slack cable. The entire lengths of cables installed in buildings will be measured for payment

Basis of Payment. This work will be paid for at the contract unit price per foot for **FIBER OPTIC CABLE** of the type, size, and number of fibers specified. Payment shall not be made until the cable is installed, spliced and tested in compliance with these special provisions.

FIBER OPTIC CABLE IN CONDUIT (INSTALL ONLY)

Description. The department has in storage sufficient quantity of the 96 fiber optic single mode cable which will be installed by the contractor as shown on the plans. Only the cable will be supplied by the department, all ancillary components required to install the cable will be provided by the contractor. The contractor will be required to pick-up the subject fiber optic cable from the department's storage location as directed by the Engineer.

Method of Measurement. Fiber optic cable in conduit (install only) will be measured for payment in feet in place installed and tested. Fiber optic cable will be measured horizontally and vertically between changes in direction, including slack cable. The entire lengths of cables installed in buildings will be measured for payment

Basis of Payment. This work will be paid for at the contract unit price per foot for **FIBER OPTIC CABLE IN CONDUIT (INSTALL ONLY)** as shown on the plans. Payment shall not be made until the cable is installed, spliced and tested in compliance with the FIBER OPTIC CABLE special provisions.

CCTV EQUIPMENT, FIBER OPTIC DISTRIBUTION

Description. This item shall consist of furnishing and installing equipment for the control and distribution of CCTV video from the CCTV camera to and at a Video Collection Point (VCP)/Oak Park Traffic Systems Center as shown in the plans. Transmission for the video and control signals shall be by fiber optic cable as specified elsewhere herein and as indicated in the plans.

Construction Requirements

General. The Contractor shall prepare and submit a shop drawing detailing the complete closed-circuit television cabinet equipment installation. The shop drawings shall identify the installation and specifications of all components to be supplied, for approval of the Engineer. Particular emphasis shall be given to the cabling and the interconnection of all of the components.

The Contractor shall demonstrate a prototype assembly using the proposed components. This demonstration shall take place at the D1 Headquarters in Schaumburg. These conformance tests shall be completed prior to the delivery of any completed assemblies to the project site. Any deviations from these specifications that are identified during this testing shall be corrected prior to shipment of the assembly to the project site.

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

Testing. The Contractor shall test each installed CCTV Cabinet Equipment. The test shall be conducted from the field cabinet using the standard communication protocol and a laptop computer. The Contractor shall verify that the camera can be fully exercised and moved through the entire limits of Pan, Tilt, Zoom, Focus and Iris adjustments, using both the manual control and presets. In addition, a video monitor and an oscilloscope shall verify that the video signal meets or exceeds the specified requirements.

The Contractor shall repeat the test at the communications shelter associated with the CCTV camera. This test confirms the distribution portion of the video circuit, that is, the portion of the circuit from the CCTV camera to the fiber optic transceiver.

The Contractor shall maintain a log of all testing and the corresponding results. A representative of the Contractor and a representative of the Engineer shall sign the log as witnessing the results. Records of all tests shall be submitted to the Engineer prior to accepting the installation.

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

Warranty. The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs.

The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

Materials

Equipment Installation. The installation and mounting of the CCTV equipment shall be fully coordinated with the enclosure or co-location.

Co-location of CCTV equipment. The CCTV equipment maybe co-located within a traffic signal controller, or other equipment as indicated.

The equipment shall be securely mounted on a mounting back panel or on a corrosion resistant DIN rail if equipment is configured as such.

Ethernet Media Converter and CAT 6 Cable with RJ45 Terminations

Equipment Installation: The minimum requirements for the unmanaged Ethernet switch that performs copper-to-fiber media conversion and 10Mbps to 100Mbps speed conversion.

The media converter shall be a Ruggedcom RMC40 Series, (Model RMC40-HI-C200) four-port, unmanaged Ethernet switch, or approved equivalent. The power supply shall be the HI voltage type (85-264VAC) and ports 3 and 4 shall be for single-mode fiber with SC connectors.

The media converter shall be mounted to either a standard DIN rail or an equipment mounting channel in the cabinet. The power supply shall be hard-wired to the cabinet power, not plugged into one of the traffic signal cabinet power outlets.

The furnishing, installation, mounting of an Ethernet media converter shall be provided and a spare Ethernet media converter provided to IDOT. The installed device will be located inside the fiber optic lateral splice box at the west wall of the northwest bridge house as shown on the plans. The price shall be payment in full for furnishing and installing the media converter, and all necessary connectors, cables, fiber optic jumpers, hardware, software, other peripheral equipment, and placing it in operation to the satisfaction of the Engineer. The Ethernet media converter communication/cabling shall be furnished and installed between the Ethernet media converter and the dynamic messaging sign controller as shown on the plans with a CAT 6 cable and terminated at both ends with RJ45 male connectors. A spare CAT 6 cable will be furnished and installed between the lateral splice box at west wall of the northwest bridge house and the DMS controller. This Ethernet Media Converter at the west bridge house lateral splice location as shown on the plans includes furnishing and installing the media converter, and all necessary connectors and is included in **CCTV EQUIPMENT**.

Closed Circuit Television Camera Power Supply

Light Tower Installation. The power supply shall be as required and manufactured by the CCTV camera manufacturer. The power supply shall be mounted as described elsewhere herein and as indicated in the plans. The CCTV equipment shall include video, control, and power surge suppression as described herein.

Non-Light Tower Installation. The Closed Circuit Television Camera Power Supply shall supply power to the camera dome assembly. The requirements include:

Input voltage	120 VAC \pm 10%
Output voltage	24 VAC \pm 10%
Operating Temperature Range:	-40°C to +70°C (minimum)
Storage Temperature Range:	-40°C to +75°C (minimum)

The power supply shall include an AC power indicator with power on/off switch. All outputs shall be fused. The power supply shall be sized for the dome units being supplied, considering pan/tilt, heating, and blower requirements, and shall not be less than 100 VA.

Over-voltage Protection. Over-voltage protection shall be provided on the power conductors, camera control conductors, and the video cables. The specific protection is based on the elements being protected.

Incoming Power Protection. The incoming power shall be protected with a filtering surge protector that absorbs power line noise and switching transients. The specified performance shall be as follows:

Peak current	20 kA (8x20 μ s waveshape)
Life Test	5% change
Clamp voltage	280 V typical @ 20 kA
Response time	\leq 5 ns
Continuous service current	10 amps max. 120 VAC/60 Hz
Operating Temperature	-40°C to +75°C (minimum)
Nominal dimensions	7.15 inches by 3.13 inches by 2.3 inches

Video Cable Protection. The coaxial cable from the camera shall be protected with gas tubes and silicon avalanche devices. The units shall include re-settable fuses to protect against sneak currents. Specific requirements include:

Frequency	0 to 20 MHz
Peak surge current	20 kA (8x20 μ s waveshape)
Technology	Hybrid, solid-state
Attenuation	0.1 dB at 10 MHz
Response time	≤ 1 ns
Protection	Line-to-shield
Input/output connectors	BNC
Impedance	75 ohms
Temperature range	-40°C to +75°C (minimum)
Humidity	0% to 95% (non-condensing)
Clamping voltage	6 V
Nominal dimensions	4.5 inches by 1.5 inches by 1.25 inches

The video cable protector shall be UL listed.

Camera Control Cable Protection. The camera control cable protector shall protect the RS-422/RS-485 signal leads going to the camera dome assembly. Specific requirements include:

Technology	Hybrid, solid-state
Response time	≤ 5 ns
Protection	Line-to-ground
Input/output connectors	terminal block
Temperature range	-40°C to +75°C (minimum)
Humidity	0% to 95% (non-condensing)
Clamping voltage	7.25 V (maximum); ≤ 7.0 V (typical)
Nominal dimensions	4.5 inches by 3.3 inches by 1.8 inches

The protector shall protect a minimum of four conductors. [Transmit Data (2 wires) and Receiver Data (2 wires)]

Both Light Tower and Non-Light Tower installations shall include the appropriate equipment for the local control and video monitoring of the video without necessitating the need to disconnect and re-connect cables for servicing or camera set-up.

Fiber Optic Transceiver Pair

Fiber Optic Video Transceiver Pair. The CCTV Cabinet Equipment shall include a matched pair fiber optic video transceiver pair as described herein. To maintain compatibility with the previously installed transceivers, the transceiver pair shall be manufacturer by Meridian Technologies, Series DV-1W 1MPS, IFS VT/VR1900 Series, or approved equal by the Engineer. The Approved equal shall be 100% interchangeable with the existing units.

Fiber Optic Video Transmitter. The fiber optic video transmitter shall provide simplex transmission of NTSC video from the CCTV cabinet and duplex communications of camera-control, asynchronous data. Optic video and data transmission shall use one single mode fiber operating in the 1310/1550 nm windows using simple wavelength division multiplexing.

Mechanical and environmental requirements include the following:

Nominal dimensions:	7 inches by 5 inches by 1.5 inches
Operating Temperature Range:	-40°C to +70°C (minimum)
Storage Temperature Range:	-40°C to +75°C (minimum)
Relative Humidity Range	0% to 95% (non-condensing)
MTBF	75,000 hours (minimum)

Optical requirements include:

Connector:	ST
Optical Power Budget: mode fiber	15 dB (minimum) using 9/125 μm single
Operational Wavelengths:	WDM using 1310/1550 nm and a single fiber

Video/data requirements include:

Video connector	BNC
Data connector:	9-pin EIA RS-232, 25-pin EIA RS-232 connector, or terminal block
Data rates	1200-9600 bps, asynchronous
Input signal	0.5 – 2.0 V pk-pk (1 V nominal)/75 ohms impedance
Bandwidth	5 Hz – 7.0 MHz (minimum)
Differential Gain	≤5%
Differential Phase	≤5°
Tilt	≤1%
Signal-to-Noise Ratio	50 dB with 10 dB of attenuation

The equipment shall operate from 120 VAC and include a power supply manufactured by the transceiver manufacturer. Power requirements shall not exceed 15 watts.

The fiber optic video Receiver. The receiver shall receive optical simplex transmission of NTSC video from the CCTV cabinet and shall provide duplex optical communications of camera-control, asynchronous data. Optic video and data transmission shall use one single mode fiber operating in the 1310/1550 nm windows using simple wavelength division multiplexing.

Mechanical and environmental requirements include the following:

Nominal dimensions:	7 inches by 5 inches by 1.5 inches
Operating Temperature Range:	0°C to +70°C (minimum)
Storage Temperature Range:	0°C to +75°C (minimum)
Relative Humidity Range	0% to 95% (non-condensing)
MTBF	75,000 hours (minimum)

Optical requirements include:

Connector:	ST
Optical Power Budget	15 dB (minimum) using 9/125 μ m single mode fiber
Operational Wavelengths:	WDM using 1310/1550 nm and a single fiber

Video requirements include:

Connector	BNC
Input signal	0.5–2.0 V pk-pk (1 V nominal)/75 ohms impedance
Bandwidth	5 Hz – 7.0 MHz (minimum)
Differential Gain	$\leq 5\%$
Differential Phase	$\leq 5^\circ$
Tilt	$\leq 1\%$
Signal-to-Noise Ratio	50 dB with 10 dB of link attenuation

The receivers shall operate from 120 VAC. Two, 7 slot, 19" rack mount chassis with redundant power supplies shall be included in this item to be installed at the receiving location.

Video Distribution Amplifier

Video distribution amplifiers shall be high performance, high impedance design with an input loop-through connection. The amplifier shall include adjustable signal gain, peaking/sharpness controls, and cable equalization. The distribution amplifiers shall meet the following requirements:

REQUIREMENT	CRITERIA
Bandwidth	29MHZ (-3DB) MINIMUM
Gain	-3DB TO +3DB ADJUSTABLE (0.7VP-P TO 1.5VP-P OUTPUT WHEN INPUT LEVEL IS 1.0VP-P)
Input levels	0.4V TO 2.0V WITH NO OFFSET AT UNITY GAIN
Connectors	BNC
Impedance	75 OHMS
Return loss	GREATER THAN 35DB AT 5 MHZ
Differential phase error	+/- 0.1° TO 5 MHZ
Differential phase error	+/- 0.1% TO 5 MHZ
Frequency response	+/- 0.1 DB TO 5MHZ
Input connections	1 COMPOSITE VIDEO
Output connections	FOUR (4) MINIMUM, AS INDICATED ON PLANS, ONE (1) COMPOSITE LOOP-THROUGH

The distribution amplifiers shall be rack mounted in 3 RU rack mounted frame with an integral power supply. Multiple single channel video distribution amplifiers placed on or fastened to a rack mount shelve will not be acceptable. Corded modular power supplies will not be acceptable.

Video Codec

Video Encoders and Decoders. Video encoders and decoders (codecs) shall be dedicated hardware devices, and except for differences between encoders and decoders they shall all of the same type from the same common manufacturer. The codec shall be a single video channel type to transfer “full motion” 30 frame-per-second high quality D1 color video via H.264, MPEG-4, and MPEG-2 video compression at up to 20 Megabits per second. The units shall operate to produce a robust data communications stream that shall allow for both video and audio transmission and shall be immune to timing disruptions in the existing IP multi-cast system.

The units shall be rack-mountable, or single unit chassis for single unit installation complete with power supplies as required, operating from a 120-volt single phase AC power input. Unit mounted in VCPs or other control building shall include a standard 19” rack with dual redundant power supplies.

Encoder units shall accept NTSC video BNC input, Ethernet RJ-45 communications, and RJ45 serial data input connections.

The CODEC encoders shall be Optelecom-NKF series C-60 E-MC, to be compatible the existing decoders. Minimum Firmware Version v4.6.3 Substitutions or deviations will not be acceptable.

The encoders shall interface the serial communications port of the CCTV camera assembly through the fiber optic video link where indicated. Using the Ethernet port on the encoder and its IP address, commands shall be exchanged between the camera control computer at the Communications Center and the serial port of the CCTV camera.

Materials shall be supplied to satisfy the following:

VIDEO	Requirements
Video channels	1x PAL/NTSC (Auto/PAL/NTSC)
Input level	1 Vpp (±3 dB)
Compression algorithm	H.264 BP (ISO/IEC 14496-10) MPEG-2 (ISO/IEC 13818-2), MJPEG, MPEG-4 (ISO/IEC 14496-2, ISMA comp.)
Type of streaming	UDP/IP (multi- and/or unicast)
Number of output streams	Up to 20
Input impedance	75Ω/Hi-Z selectable
Video Motion Detection	Yes (user-defined masking)
Encoding latency	<130 ms typ.
Resolution	D1, ½D1, 2CIF, CIF, QCIF, VGA
GOP structure	I, IP (selectable/user profiles)
Frame rate	1 to 30 fps
Quad streaming	1 D1@30fps H264 + D1@30fps MPEG-2+ D1@ 30fps MPEG-4 + CIF@1fps MJPEG
Output data rate	up to 20 Mb/s (CBR or VBR selectable/user profiles)
Video settings	User profiles, contrast, brightness, color saturation, hue, sharpness
On Screen Display (OSD)	3x Text lines (configurable: position, color, border/outline color, font size), 1x image in BMP, GIF, or JPEG format (configurable: position, scaling)
Live View Encoder (MJPEG)	HTTP, FTP pull
Connector type	BNC 75Ω (gold plated center pin)

DATA	Requirements
Number of channels	2 (full-duplex)
Number of streams	2x 3 (multi- and/or unicast)
Interfaces	1x RS232
	1x RS422/485 (2- or 4-wire)
Stream	TCP/UDP/MX configurable
Data rate	300 b/s to 230.4 kb/s
Connector type	RJ45

TRANSMISSION	Requirements
Number of interfaces	1
Interface 10/100Base-TX	Fast Ethernet
	Auto Negotiation, half-duplex/full-duplex, 10/100 Mb/SFP option
	Empty SFP slot for 100 Mbps SFP device
Protocols	H. 264 BP, MPEG-4 ES, MPEG-2 TS, MPEG-2 ES, (M)JPEG, RTP, RTCP, RTSP, TCP, UDP, IP, DHCP, IGMPv2,
	(S)NTP, MX/IP, HTTP, SNMP v2, FTP, TelNet, DiffServ, SAP, UPnP
Connector type	RJ45

Management	
LED status indicators	
DC	Power-on indicator (green)
NV	No video on input (red)
SYNC	All links are operational (green); failure in RX stream(s) (yellow); failure in TX stream(s) (red)
Ethernet port	Green LED: on=100 Mb, off=10 Mb; Amber LED: on=link okay, flashes with activity
Network Management & Control	SNMP v2, MX™, HTTP API, HTML (password protected)

Power	
Power consumption	<5W
Rack-mount units	MC 10 and MC11 power supply cabinets
Stand-alone units (/SA)	11 to 19 VDC (PSA-12 DC/25 or PSR-12 DC)

ENVIRONMENTAL	Requirements
Operating temperature	-40° F to +165° F (-40 °C to +74 °C)
Relative humidity	<95%,no condensation.

The encoders and decoders shall be UL listed and be type-accepted to 47 CFR (FCC), Part 15, Type A.

The Codecs shall be the standard product of an established North American manufacturer. The manufacturer shall have been in business for a minimum of 7 years. The manufacturer shall provide a minimum of a twelve (12) month warranty from the date of installation. The manufacturer shall provide technical support via email, fax and telephone. The above forms of support shall be provided Monday through Friday, 8:00am to 5:00pm EST. The Manufacturer shall also have a repair facility within North America.

The units shall be 19-inch rack-mountable, complete with power supplies as required for the rack configurations indicated on the plans, operating from a 120-volt single phase AC power input

The codecs shall be fully capable of transmitting the PTZ commands of the CCTV camera manufacturer being furnished under this contract as well as existing Philips/Bosch, Pelco, Vicon and Cohu camera commands. Serial data will be transmitted over TCP-IP. Each serial port must support IP addressing with the ability to select the appropriate IP socket number. The codecs must provide the ability to establish an IP connection directly from a workstation to any encoder IP address and socket number to pass serial data. Transmission of serial data must be independent of the video stream. Any serial data conversion required by the codec to communicate to the camera shall be included in this pay item and shall not be paid for separately.

The Encoder/Decoder serial data port must support Multicast data to broadcast a single serial data input to multiple remote encoder serial data port recipient. Bi-directional data must be supported on the codecs.

A demonstration of this low speed serial data transfer shall be required before material submittal approval is given. See submittal requirements in this Special Provision.

Codec operation and management

Each unit must support a local console accessible using one of the serial interfaces to provide access to all configuration menus of the product including the initial IP address configuration as well as for troubleshooting purposes. The interface must be menu driven for novice users.

All units (encoders and decoders) must support SNMPv2 management protocol to provide the ability to control and monitor all configuration parameters and diagnostics from any 3rd party SNMP management application.

The Encoders/Decoders must support firmware updates from a central site. Updates must be downloadable to a single unit or by bulk via a single command from a firmware utility application via the Ethernet network. The firmware utility application must provide confirmation of the successful and unsuccessful updates. Upon completing of the update, the units must resume to original configuration without the need to reload the unit configuration.

Still Picture Capture

The codec shall be capable of capturing a still image in JPEG format and automatically transferring this image to an FTP site. The resolution of the image shall be user selectable with a default size of 704x480 pixels. The frequency of captures shall be user settable and shall as a minimum range from 1 picture every 30 seconds to 1 picture every five minutes.

Still picture logo placement capability. As a part of the still image capture, a graphic overlay image shall be added to the captured image. The graphic image shall be user selectable, in JPEG, BMP or GIF formats. The overlay shall also be user positional.

Special Submittal Requirements and Operational Demonstration

As a part of the product catalog cut submittal, the Contractor shall provide a demonstration of the codecs at the time of the initial product submittal. The manufacturer shall demonstrate the following interoperability with at least one other codec manufacturer. Compatibility shall also include successful transmission of PTZ commands. The demonstration shall be comprised of the following parts:

- **Codec CCTV camera PTZ compatibility.** The demonstration shall include a pair of the proposed codecs, a proposed CCTV camera, and a CCTV camera of another manufacturer other than the proposed CCTV which is of a manufacturer already installed in the State system.

- **Video interoperability.** The demonstration shall demonstrate the following interoperability: The proposed encoder shall be capable of encoding a video stream that is decodable by at least one other Manufacturer compiling with this specification, or of a manufacturer which equipment is presently in use by IDOT District 1 at the time of bidding. The interoperability demonstration shall be conducted in multicast mode.
- **Software video decoding.** A software based video decoder with PTZ control shall be provided for viewing and controlling a video stream remotely over the IP network.
- **Video snapshot capability.** A fully functional copy of the proposed video snapshot program shall be provided for the demonstration and throughout the 10 day period described herein.

After a successful demonstration of the above requirements, the codec pair shall remain with the Department for 10 working days for further observation. After 10 working days, the Contractor may pick up the codec pair. All costs for this demonstration shall be included in the cost of this pay item. It is the Contractor's responsibility to provide all hardware (including dome CCTV cameras and Ethernet switches) and software to perform the demonstrations as specified.

LCD Rack Monitor Assembly

In-rack video display clusters. The modular maintenance video display clusters shall have four 4-inch (diagonal measure), LCD displays with signal pass-through in a 2U rack-mount frame. Each display shall be 480 x 234 pixels and shall be NTSC compatible with individual color, tint, and brightness controls. The modular maintenance video display clusters shall be Marshall Electronics model V-R44P or approved equal. Three complete rack assemblies (12 monitors) shall be provided. A rack mounted power distribution switch shall be provided for the racks.

Fiber Optic Cable Termination

The Contractor shall include all necessary wires and cables necessary to interconnect the components of the CCTV cabinet. The Contractor shall provide a factory terminated patch block with a 12 fiber pigtail of sufficient length to connect to the lateral splice handhole without the use of any intermediate splices. The patch block shall be a Fiber Connections, Gator Patch II or approved equal.

Method Of Measurement. CCTV equipment shall be counted, each installed.

Basis Of Payment. This item shall be paid at the contract unit each for **CCTV EQUIPMENT** of the distribution method specified.

Fiber Optic Splice

Effective: April 1, 2005

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

Two splices are identified. A mainline splice includes all fibers in the cable sheath. In a lateral splice, the buffer tubes in the mainline cable are dressed out and those fibers identified on the plans are accessed in and spliced to lateral cables.

Materials

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

Physical Requirements. The closures shall provide ingress for up to four cables in a butt configuration. The closure shall prevent the intrusion of water without the use of encapsulates.

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

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

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

Factory Testing

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

Impact Test. The assembled closure shall be capable of withstanding an impact of 28 N-M at temperatures of –18 and 38 degrees Celsius (0 and 100 degrees Fahrenheit). The test shall be performed after stabilizing the closure at the required temperature for a minimum of 2 hours. The test fixture shall consist of 9 kg (20 lb) cylindrical steel impacting head with a 50 mm (2 in.) spherical radius at the point where it contacts the closure. It shall be dropped from a height of 305 mm (12 in.). The closure shall not exhibit any cracks or fractures to the housing that would preclude it from passing the water immersion test. There shall be no permanent deformation to the original diameter or characteristic vertical dimension by more than 5%.

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

Vibration Test. The splice organizers shall securely hold the fiber splices and store the excess fiber. The fiber splice organizers and splice retaining hardware shall be tested per EIA Standard FOTP-II, Test Condition 1. The individual fibers shall not show an increase in attenuation in excess of 0.1 dB/fiber.

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

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

CONSTRUCTION REQUIREMENTS

The closure shall be installed according to the manufacturer's recommended guidelines. For mainline splices, the cables shall be fusion spliced. 45 days prior to start of the fiber optic cabling installation, the Contractor shall submit the proposed locations of the mainline splice points for review by the Department.

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

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

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

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

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

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

Method of Measurement. Fiber optic splice of the type specified will be measured as each, completely installed and tested with all necessary splices completed within the enclosure, and the enclosure secured to the wall of the splice facility.

Basis of Payment. This item shall be paid at the contract unit price each for **FIBER OPTIC SPLICE, LATERAL** or **FIBER OPTIC SPLICE, MAINLINE** of the type specified, which shall be payment in full for the work, complete, as specified herein.

Exposed Raceways

Effective: January 1, 2012

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

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

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

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

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

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

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

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

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

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

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

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

Exterior PVC Bond test RN1:

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

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

Boil Test:

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

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

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

Heat/Humidity Test:

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

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

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

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

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

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

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

Revise Article 811.05 of the Standard Specifications to read:

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

Underground Raceways

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

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

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

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

Wire and Cable

Effective: January 1, 2012

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

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

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

Aerial Electric Cable Properties

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

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

BUDGETARY ALLOWANCE FOR CCTV INTEGRATION

Description. This item is to establish a budget account to allocate funds for the payment of the video integration. A budgetary allowance has been established since the final cost is unknown. This allowance will not be used to repair damage caused by the Contractor's operations. Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

The allowance under this Special Provision includes the coordination with camera equipment provided under this contract, adjacent contract(s), and coordination with existing CCTV equipment as indicated, including adjustments of or supplements to the equipment as may be required

Video Control software. The existing control software is ICX's 360 Cameleon Enterprise camera control. Included in this item, the Contractor shall provide 10 Enterprise software license units. The Contractor shall configure the cameras within the video control software. This work shall be coordinated with the Electrical Maintenance Contractor.

Provisioning of IP routing and switching equipment. The Contractor shall fully integrate all the equipment to be installed with the existing video distribution system as a part of this item and this coordination will require technical services of the existing system integrator, AT&T, a Cisco Systems Integrator (Contact: Jim Patterson, AT&T, 217.801.2329) and coordination with the State District 1 Electrical Maintenance Contractor. This work shall be included in the item and will not be paid for separately.

This item shall be bid at a price of \$10,000.00

Basis of Payment. This item shall be paid for at the contract lump sum price or fraction thereof for BUDGETARY ALLOWANCE FOR CCTV INTEGRATION, which shall include all work as described herein.

Closed Circuit Dome Video Camera

Effective: August 1, 2012

1. **Description.**

This item shall consist of furnishing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly as described herein and as indicated in the Plans.

2. **Definitions:**

CCTV Dome Camera	The complete camera assembly including the camera, PTZ mechanism, upper and lower dome housings, and any mounts.
Dome, lower dome, dome bubble	Clear dome (bubble) on the lower portion of the CCTV dome camera which the camera views through
Dome housing, upper dome	The upper portion of the CCTV dome cameras which houses the camera and PTZ Mechanism.
PTZ	The motorized Pan, Tilt and Zoom mechanism
Camera	The color camera

3. **Materials.**

3.1 General. The CCTV Dome Color Camera shall be a rugged, non-pressurized, outdoor surveillance domed camera system. The CCTV Dome Camera shall be designed to perform over a wide range of environmental and lighting conditions and automatically switches from color daytime to monochrome nighttime operation. For compatibility with the existing CCTV cameras, the dome cameras shall be manufactured by Phillips/Bosch (AutoDome Series 600) or equal approved by the Engineer. The equivalent shall comply with all the requirements herein and shall provide the same operation/functionality as the installed cameras without the use of any external devices for the modification/translation of video and PTZ commands.

All equipment and materials used shall be standard components that are regularly manufactured and utilized in the manufacturer's system.

The manufacturer shall be ISO 14001 Certified. The manufacturer's quality system shall be in compliance with the I.S./ISO 9001/EN 29001, QUALITY SYSTEM. The manufacturer shall provide a three year (3) warranty. The manufacturer shall pay inbound and outbound shipping charges during the warranty period for products returned as warranty claims. The manufacturer shall also provide an advance exchange program for warranty claims.

The warranty period shall begin on the date of final acceptance of the video distribution system. This warranty shall include repair or replacement of all failed components via a factory authorized repair facility. All items sent to the repair facility for repair shall be returned within two weeks of the date of receipt at the facility. The repair facility location shall be in the United States. Any extended warranty coverage required to comply with the specified warranty period shall be provided as a part of this pay item at no additional cost to the State.

- 3.2 Physical construction. The CCTV Dome Camera shall be provided in a NEMA 4X or IP66 certified, rugged, weather-resistant package. The CCTV Dome Camera shall also comply with the following requirements:

Environmental	Requirement
IP Rating	IP 66
Weight (max.)	10 lbs
Overall Dimensions	10" dia. x 14"
Humidity	0 to 100%
Operating temperature	-40°C to 50°C
Mount	1 ½" NPT

The CCTV dome camera shall be equipped with a fan and heater controlled by a thermostat. The heater shall prevent internal fogging of the lower dome throughout the operating temperature range of the camera.

An optional rugged clear dome bubble shall be available from the CCTV camera manufacturer. The rugged dome shall be made from 3mm thick polycarbonate, designed to meet stringent strength standards without compromising optical clarity. The dome, by itself, shall withstand a 100 foot-pound impact. This energy is equivalent to that of a 10 lb sledgehammer being dropped from a height of 10 feet. The dome, when installed in the CCTV camera, shall exceed the UL 1598 horizontal impact standard for lighting fixtures, by a factor of 10. The submittal needs to indicate compliance with this requirement.

- 3.3 Power. The CCTV Dome Camera shall be designed to operate from a 120v power source. The appropriate power supply, if required for the CCTV Dome Camera to operate, shall be included as a part of this item. The power requirements for the camera shall comply with the following:

Electrical	Requirement
Voltage	18 to 30 VAC
Load	25 VA
Heater Load	45 VA
Listing	UL Listed
FCC	Class B

Surge Suppression Requirements

Source	Minimum Requirements
Video	Peak current 10 kA (Gas Tube Arrester), peak power 1000 W (10/1000 μ)
RS-232/485, Biphase	Peak current 10 A, peak power 300 W (8/20 μ)
Alarm Inputs	Peak current 17 A, peak power 300 W (8/20 μ)
Alarm Outputs	Peak current 2 A, peak power 300 W (8/20 μ)
Relay Outputs	Peak current 7.3 A, peak power 600 W (10/1000 μ)
Power Input (Dome)	Peak current 7.3 A, peak power 600 W (10/1000 μ)
Power Output (Alarm Power Supply)	Peak current 21.4 A, peak power 1500 W(10/1000 μ)

- 3.4 Camera. The CCTV Dome Camera shall incorporate a solid state CDD imaging camera with the following requirements.
- 3.4.1 The camera shall automatically switch from daylight color operation to a higher sensitivity nighttime monochrome mode when light levels fall below a user adjustable threshold level.
 - 3.4.2 The camera shall provide a selectable slow shutter (frame integration) function that increases the camera's sensitivity up to 50 times by reducing the shutter speed as well as fully automatic.
 - 3.4.3 Digital image stabilization shall be provided using electronic compensation that filters out vibrations caused by wind and other environmental conditions.

3.4.4 The camera shall feature a Sodium Vapor White Balance mode.

The camera shall also comply with the following requirements:

Camera	Requirement
Imager	1/4" HAD CCD
Effective Pixels	768H x 494V
Zoom Lens Power (Optical only)	36x
Aperture	f1.6 to f4.5
Focus	Auto / Manual
Iris	Auto / Manual
Max. Field of View Horizontal	57°
Video Output	1.0v +/- 0.07v
Gain Control	Auto / off
Synchronization	Internal / AC line lock, phase adj. via remote control, V-Sync
Digital Zoom	12x
Horizontal Resolution	550 TVL
Signal – Noise Ratio	>50dB
White Balance	Auto / Manual, 2000 K to 10,000K
Shutter Speed	1/1 to 1/10,000 sec

Min Illumination		Values in lux
Day	SensUp (Off)	0.66
	SensUp (On)	0.04
Night	SensUp (Off)	0.104
	SensUp (On)	0.0052

3.5 PTZ Mechanical

The CCTV dome camera shall have an integrated motorized PTZ mechanism as specified herein and shall be compatible and coordinated with the control system described elsewhere herein. The camera's 360° pan rotation shall be divided into 16 independent sectors with 16-character titles per sector. Any or all of the 16 sectors may be blanked from the operator. In addition to the blanking function, a privacy masking feature shall be provided that allows creation of up to six (6) rectangular masks that prohibit areas of the field of view from being seen even if the camera is panned, tilted, or zoomed.

Mechanical (Dome Drive)		Requirement
Pan		360°
Tilt		Up to 18° above horizon
Continuous PTZ Operation		Yes
Pre-position speed	Pan	360°/sec
	Tilt	200°/sec
Accuracy	Pan	+/- 0.1°
Variable speed	Pan	80°/sec or 150°/sec
	Tilt	40°/sec

3.6 Functionality

Camera Commands

- 3.6.1 The camera shall allow the storage of up to 99 preset scenes with each preset programmable for 16 character titles. A tour function shall be available to consecutively display each of the preset scenes for a programmed dwell time. Any or all of the presets may be included or excluded from the tour.
- 3.6.2 The camera shall be capable of recording two (2) separate tours of an operator's keyboard movements consisting of, tilt, and zoom activities for a total combined duration time of 15 minutes. Recorded tours can be continuously played back.
- 3.6.3 When an operator stops manual control of the camera, and a programmed period of time is allowed to expire, the camera will execute one of the following programmable options: 1) return to preset #1 or 2) return to the automated tour previously executed or 3) do nothing and remain at the present position.
- 3.6.4 The camera shall ensure that any advanced commands required to program the camera are accessed via three levels of password protection ranging from low to high security.
- 3.6.5 The camera system shall provide a feature that automatically rotates, or pivots, the camera to simplify tracking of a person walking directly under the camera.
- 3.6.6 The camera's 360° pan rotation shall be divided into 16 independent sectors with 16-character titles per sector. Any or all of the 16 sectors may be blanked from the operator.

- 3.6.7 In addition to the blanking function, a privacy masking feature shall be provided that allows creation of up to six (6) rectangular masks that prohibit areas of the field of view from being seen even if the camera is panned, tilted, or zoomed

Visual Effects	Requirement
Sectors/Zones	8
Titling	20 characters
Max Presets	99
Motion Detection	Yes
Password Protection	Yes
On Screen Configuration Menus	Yes
Image Stabilization	Yes
Preset Tour / max presets	
Recorded Variable PTZ Tour	2
Auto Flip	Yes
Auto Return to preset after operator inactivity	Yes
Window Blanking	
Quantity	6
Grey out	Yes
Alarms	Yes

- 3.6.8 The manufacturer shall fully document and provide to the Department the communication protocol implemented by the CCTV dome camera. This protocol shall be open and allow third-party development of control software. If the current protocol is not NTCIP compliant, the manufacturer shall supply upgrades to make the software compliant in the future at no cost to the Department.
- 3.6.9 Diagnostic software shall be provided with each CCTV camera which shall allow all camera functions accessible via a Windows XP based PC. A RS232 cable, or a USB cable if available, shall be provided to connect to CCTV dome camera assembly. A copy of the diagnostic software shall be supplied for each CCTV camera. The program shall be capable of configuring and controlling the CCTV dome camera assembly and its functions (position, zoom, focus, iris, power, color balance, etc.) from within it. This includes storing and recalling preset positions for fast system configuration.

3.7 Interface

Control System. Camera commands shall be transmitted over twisted pair, RS 232, RS 422 and RS 485. The method of transmission shall be user selectable.

The camera shall provide four (4) normally open or normally closed alarm input contacts and one (1) relay output. Any or all of the input contacts may be programmed upon activation to automatically move the camera to any preposition location, close the output relay for a programmed period of time, and display an alarm indication on the on-screen display of the display monitor.

4. Testing.

The Contractor shall test each CCTV Dome Camera Assembly in the presence of the Engineer after the camera is installed. This test may be done locally at the camera support structure.

5. Product Support.

The manufacturer shall provide technical support via email, fax and toll-free telephone. The above forms of support shall be provided Monday through Friday, 8:00am to 8:00pm EST.

6. Installation.

The Contractor shall submit shop drawings for the camera mounting adapter. Installation shall be under a separate pay item.

7. Measurement.

Closed-Circuit Television (CCTV) Dome Cameras shall be counted as each upon successful completion of the testing described herein for payment.

8. Basis of Payment.

This item will be paid for at the contract unit price each for **CLOSED CIRCUIT TELEVISION DOME CAMERA**, which shall be payment in full for all material and work as specified herein.

CLOSED CIRCUIT TELEVISION CAMERA INSTALLATION

Effective: March 1, 2010

1. Description.

This item shall consist of installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly as described herein and as indicated in the Plans.

2. Definitions:

CCTV Dome Camera	The complete camera assembly including the camera, PTZ mechanism, upper and lower dome housings, and any mounts.
Dome, lower dome, dome bubble	Clear dome (bubble) on the lower portion of the CCTV dome camera which the camera views through
Dome housing, upper dome	The upper portion of the CCTV dome cameras which houses the camera and PTZ Mechanism.
PTZ	The motorized Pan, Tilt and Zoom mechanism
Camera	The color camera

3. Materials.

All equipment and materials used shall be standard components that are regularly manufactured and utilized in the manufacturer's system.

Power. The CCTV Dome Camera shall be designed to operate from a 120v power source. The appropriate power supply, if required for the CCTV Dome Camera to operate, shall be included as a part of this item

4. Installation.

The Contractor shall submit shop drawings for the camera mounting adapter at the Bridge Houses and Sign Truss.

5. Measurement.

Closed-Circuit Television (CCTV) Dome Cameras shall be counted as each upon successful completion of the testing described herein for payment.

6. Basis of Payment.

This item will be paid for at the contract unit price each for **CLOSED CIRCUIT TELEVISION CAMERA INSTALLATION**, which shall be payment in full for all material and work as specified herein.

CCTV Equipment Cabinet, Structure Mounting

Description. The Contractor shall provide a closed-circuit television cabinet on a 100' structure as shown in the plans and specified herein or attached to Pier/Bridge House at locations shown on the plans.

Materials

General. The Contractor shall furnish the following items as specified.

CCTV Cabinet. The CCTV Cabinet shall be a Hoffman Enclosures Model A20H1610SS6LP, Electromate Enclosures Model E-20H1610SSLP, or approved equal. The cabinet shall be NEMA 4X compliant.

The nominal dimensions of the cabinet shall be 20 inches high by 16 inches wide by 10 inches deep.

The cabinet shall be fabricated of 14 gauge Type 304 or Type 316L stainless steel. All seams shall be continuously welded and ground smooth with no holes or knockouts. The cabinet shall be fabricated with a rolled lip around three sides of the door and on all sides of the enclosure openings to exclude liquids and contaminants. A stainless steel door clamp assembly shall assure a watertight seal. A seamless gasket shall be included to assure a watertight and dust-tight seal.

The cabinet shall have provisions for padlocking in the closed position. The lock shall be Corbin #2 and two keys shall be supplied to the Department with each lock. The keys shall be removable in the locked position only.

A data pocket of high impact thermoplastic material shall be provided. The nominal dimensions of this pocket shall be 12 inches by 12 inches.

Collar studs shall be provided for mounting the stainless steel backboard panel.

The cabinet shall be unpainted. Cover, sides, top, and bottom shall have a smooth brushed finish.

The cabinet shall mount on the structure, using the fabricated bolt pattern.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall prepare and submit a shop drawing detailing the complete closed-circuit television cabinet installations. The shop drawings shall identify the installation and specifications of all components to be supplied, for approval of the Engineer.

The Contractor shall install the CCTV cabinet as indicated in the Plans. The Contractor shall verify the mounting criteria and dimensions based upon the structure or pole being provided. Any adjustments in the dimensions for the mounting brackets shall be approved by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price each for **CLOSED CIRCUIT TELEVISION CABINET** as specified.

CCTV CAMERA STRUCTURE WITH DUAL MOUNTING LOWERING DEVICES

(a) GENERAL DESCRIPTION

This work shall consist of furnishing and installing a 100' steel CCTV camera structure complete with foundation and dual mount camera lowering device. The structure must be a galvanized steel structure with a concrete foundation. Specifications for the structure are detailed in the section herein. The camera lowering system shall be designed to support and lower a Simultaneous DUAL Analog & IP closed circuit television camera, lens, housing, PTZ mechanism, cabling, connectors and other supporting field components without damage or causing degradation of camera operations. The camera lowering system device and the pole are interdependent; and thus, must be considered a single unit or system. The lowering system shall consist of a pole, and dual lowering device system with the mounting slot and bolt hole mirrored on 180 degrees of the pole top tenon. The system shall include the suspension contact unit, divided support arm, and a pole adapter for attachment to a pole top tenon, pole top junction box, conduit mount adapter and camera connection box. The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and ensure the contact unit cannot twist under high wind conditions. For maximum arm strength, round support arms are not acceptable. The camera-lowering device shall withstand wind forces of 100mph with a 30 percent gust factor using a 1.65 safety factor. The lowering device manufacturer, upon request, shall furnish independent laboratory testing documents certifying adherence to the stated wind force criteria utilizing, as a minimum effective projected area, the actual EPA or an EPA greater than that of the camera system to be attached. The camera-lowering device to be furnished shall be the product of manufacturers with a minimum of 5 years of experience in the successful manufacturing of camera lowering systems. The lowering device provider shall be able to identify a minimum of 3 previous projects where the purposed system has been installed successfully for over a one-year period of time each.

The lowering device manufacturer shall furnish an authorized factory representative to oversee the installation contractor's assembly and testing of the first lowering system onto the pole assembly. The manufacturer shall furnish the applicable DOT engineer documentation certifying that the installation contractor has been instructed on the installation, operation and safety features of the lowering device for the particular project. The contractor shall be responsible for providing applicable maintenance personnel "on site" operational instructions.

(b) SUSPENSION CONTACT UNIT & CONTACT BLOCK

The suspension contact unit shall have a load capacity 600 lbs. with a 4 to 1 safety factor. There shall be a locking mechanism between the fixed and moveable components of the lowering device. The movable assembly shall have a minimum of 2 latches. This latching mechanism shall securely hold the device and its mounted equipment. The latching mechanism shall operate by alternately raising and lowering the assembly using the winch and lowering cable. When latched, all weight shall be removed from the lowering cable. The fixed unit shall have a heavy duty cast tracking guide and means to allow latching in the same position each time. The contact unit housing shall be weatherproof with a gasket provided to seal the interior from dust and moisture. The entire unit shall have a minimum temperature rating of -40 degrees F to +190 degrees F (-40C to 90C).

The prefabricated components of the lift unit support system shall be designed to preclude the lifting cable from contacting the power or video cabling. The lowering device manufacturer shall provide conduit mount adapters for housing the lowering cable. These adapters shall have an interface to allow the connection of a contractor provided 1.25 inch PVC conduit and be located just below the cable stop block at the back of the lowering device. The Contractor shall supply internal conduits in the pole as directed by the Lowering Device provider. The only cable permitted to move within the pole or lowering device during lowering or raising shall be the stainless steel lowering cable. All other cables must remain stable and secure during lowering and raising operations.

The Lowering Device must be specifically equipped with electrical contacts connectors designed for simultaneous Analog (Coax) and Ethernet (IP-CAT5) video transmission along with PTZ control. The Contact Connectors shall be designed for extreme environmental outdoor use.

The female and male socket contact halves of the connector block shall be made of a UL94, V-0 rated thermosetting synthetic rubber. The female barrel contacts and the male pin contacts shall be permanently and integrally encased in this rubber material to ensure optimum protection from moisture and the environment.

All current carrying male pin and female socket/barrel contacts shall be Gold-plated per ASTM B-488 over Nickel plated CA 360 per QQ-N-290m.

The DUAL Analog/Ethernet configuration contact connector shall include:

(7) Specifically designed Male contacts sized a minimum of 0.125 inches while the female contacts shall be at least 0.125 inches I.D. at the contact area. All (7) contacts shall be soldered to #18/1 UL lead wire and affixed with numbered tags. Two of these wires shall be equipped with a factory installed BNC connector for video transmission/connection from the CCTV.

(13) Specifically designed Male contacts sized a minimum of 0.09 inches while the female contacts shall be at least 0.09 inches I.D. at the contact area. Eight of the thirteen contacts shall be soldered to CAT5e Wire end terminated with an RJ45-Male connector. Five of the thirteen contacts shall be soldered to #18/1 UL lead wire and affixed with numbered tags, which may be used for additional camera requirements including but not limited to power, control, alarms or grounds.

All current carrying male pin and female socket/barrel contacts shall be Gold-plated per ASTM B-488 over Nickel plated CA 360 per QQ-N-290m. Each individual female barrel contact shall have a Nickel plated CA 360 sleeve which prevents foreign matter from entering the contact area as well as preclude the possibility of the leaves of the female contact from opening beyond allowable limits and ensure a snug fit around the respective male pins. There shall be at least one contact that is positioned in a manner which will allow it to make first and break last providing optimum grounding performance.

All soldering shall be per IPC J STD-001E. Each individual contact shall be rated for up to 600v and 7A but de-rated according to the wire used in the application. For optimum weatherproofing, each male shall be self-wiping with a shoulder at the base of each male contact so that it will recess into the female block, thereby giving a rain-tight seal to each individual contact when mated. Further, the wire leads from both the male and female rubber contact blocks shall be permanently and integrally molded in the synthetic rubber body. The facility manufacturing the electrical contact connector must comply with Mil Spec Q-9858 and Mil Spec I-45208.

(c) LOWERING TOOL

The camera-lowering device shall be operated by use of a portable lowering tool. The tool shall consist of a lightweight metal frame and winch assembly with factory spooled stainless steel aircraft cable, a quick release cable connector, an adjustable safety clutch and a variable speed industrial duty electric drill motor. This tool shall be compatible with accessing the support cable through the hand hole of the pole. The lowering tool shall attach/secure to the pole with one single bolt. The tool will support itself and the load during lowering/raising operations. The winch assembly shall include an automatic breaking system that provides a means to prevent freewheeling when loaded. The lowering tool shall be delivered to the applicable DOT engineer upon project completion. The lowering tool shall have a reduction gear to reduce the manual effort required to operate the lifting handle to raise and lower a capacity load. The lowering tool shall be provided with an adapter for operating the lowering device by a portable drill using a clutch mechanism. The lowering tool shall be equipped with a positive breaking mechanism to secure the cable reel during raising and lowering operations and prevent freewheeling. The manufacturer shall provide a variable speed, heavy-duty reversible drill motor, clutch and one lowering tool for every ten camera lowering device poles. The lowering tool shall be made of durable and corrosion resistant materials, powder coated steel, galvanized steel, heavy duty aluminum or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment

(d) CAMERA JUNCTION BOX

The camera junction box is essential for providing both a mounting location for the CCTV as well as an interface compartment for wire leads from the lowering device to the CCTV or applicable surge suppression module. The camera junction box shall be of two piece clamshell design with one removable hinge side and one latch side with single toggle bolt to facilitate easy access. The general shape of the box shall be cylindrical to minimize the effective projected area. The Camera Junction Box shall be cast aluminum with stabilizing weights on the outside of the box to increase room on the interior. The box shall be capable of having up to 40 pounds of stabilizing weights. The bottom of the Camera Junction Box shall be drilled and tapped with a 1-1/2" NPT/Female thread to accept industry standard dome housings and be able to be modified to accept a wide variety of other camera mountings. The junction box shall be gasketed to prevent water intrusion. The bottom of the box shall incorporate a screened and vented hole to allow airflow and reduce internal condensation.

(e) MATERIALS

All pulleys for the camera lowering device and portable lowering tool shall have sealed, self lubricated bearings, oil tight bronze bearings, or sintered- oil impregnated, bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable with a minimum breaking strength of 1740 pounds with (7) strands of 19 wire each.

All electrical and video Coaxial connections between the fixed and lowerable portion of the contact block shall be protected from exposure to the weather by both a gasket on the bottom side of the bell housing enclosure as well as the "O" ring shoulders at the base of each male contact pin to prevent degradation of the power/signal contacts.

The interface and locking components shall be made of stainless steel and/or aluminum. All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

In the event the CCTV is a non-dome or otherwise not properly weight balanced and plumb, the Camera Manufacturer shall provide weights and /or counterweights as necessary to assure that the alignment of pins and connectors are proper for the camera support to be raised into position without binding.

The Contractor shall provide any applicable power/signal connectors and weatherproof interface couplers for attachment to the bare leads and RJ-45 Male in the pole top and/or camera junction boxes in a manner acceptable to the project engineer.

The Contractor shall provide appropriate length of applicable power/signal cable in one continuous run from the respective equipment cabinet to the pole top junction box of each lowering device pole. The Contractor is also responsible for providing a CAT5e cable from the CCTV unit to the CCTV cabinet for future use.

(f) CAMERA LOWERING SYSTEM POLE

DESIGN: Design shall be in accordance with the 2009 edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals including all addendums. Minimum Loading requirements shall be based on an isotach wind velocity for the area of installation according to the current AASHTO isotach wind chart. Calculations and detailed drawings shall be submitted demonstrating compliance with the AASHTO specification.

FABRICATOR: The Fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required prior to bid opening to ensure that the fabricator has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to fabricate quality pole structures.

WELDING: All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) D1.1 Structural Welding Code. Tackers and welders shall be qualified in accordance with the code. Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with automatic processes, and be visually inspected. Longitudinal welds suspected to contain defects shall be magnetic particle inspected. All circumferential butt-welded pole and arm splices shall be ultrasonically or radiographically inspected.

MATERIAL CERTIFICATIONS: All materials and products shall be manufactured in the United States of America, and comply with ASTM or AASHTO specifications. Mill certifications shall be supplied as proof of compliance with the specifications.

PERFORMANCE CALCULATIONS: The pole shall be designed to support the specified camera and accessories. Close consideration must be given to the effective projected area of the complete lowering system and camera equipment to be mounted on the pole along with the weight when designing the pole to meet the specified deflection performance criteria. The pole top deflection shall not exceed one inch in a 30-mph (non-gust) wind. The calculations shall include a pole, base plate, and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, at 5-ft. pole intervals/segments and at any other critical pole section. At each of these locations, the following information shall be given:

- The pole's diameter, thickness, section modulus, moment of inertia, and cross sectional area.
- The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each pole segment.
- The axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, and combined stress ratio (CSR).
- The pole's angular and linear deflection.

POLE SHAFT: These Poles shall be of multi-piece construction. All structures with pole shaft diameters of 26 inches or less shall be round; pole shaft diameters greater than 26 " may be round or multi-sided. The shaft shall have a constant linear taper of 0.14 in/ft, and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Longitudinal seam welds within 6 inches of complete penetration pole to base plate welds shall be complete penetration welds. The shaft shall be hot dip galvanized per the requirements of the contract documents. The interior diameter of the shaft regardless of pole height shall be at least 5 inches to accommodate lowering device requirements.

HAND HOLE for WINCH OPERATION: The hand hole opening shall be reinforced with a minimum 2-inch wide hot rolled steel rim. The nominal outside dimension is 6 inches x 27 inches. The handhole shall have a tapped hole for mounting the portable winch thereto as shown on the drawings and include a cover. Unless otherwise noted on the plans, the bottom lip of the handhole shall be located on the shaft between 30"-33" from the baseplate.

POLE TOP TENON: The pole shall have a custom plate mounted tenon that allows the field modification of the arm/camera orientation up to 360 degrees. With this design the IDOT engineer can make slight orientation modifications to the camera mount to allow optimum viewing in case of future road development, change in terrain or a change in the viewing needs priority. The tenon shall have mounting holes and slot as required for the mounting of the camera-lowering system. The tenon shall be of dimensions necessary to facilitate camera lowering device component installation. Each lowering device slot shall be parallel to the pole centerline for mounting the lowering device. There shall be a mounting slot for each required camera lowering device. Unless otherwise noted, with DUAL mount lowering devices, the mounting slots shall be 180 degrees apart.

CABLE SUPPORTS / Electrical Cable Guides and Parking Stand (Eyebolts): Top and bottom electrical cable guides shall be located within the pole aligned with each other. One cable guide-strain relief ring shall be positioned 2 inches below the winch operation handhole and the other shall be positioned 1 inch directly below the top of tenon. A parking stand ring shall be positioned no more than 2 inches below the top of the handhole on the inner portion of the handhole frame and located at 90, 180 and 270 degrees. Note Drawings for details.

BASE PLATE: Base plates shall conform to ASTM A36 or A572 Grade 50. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar. Plates shall be hot dip galvanized per the requirements of the contract documents.

ANCHOR BOLTS: Anchor bolts shall conform to the requirements of ASTM F1554 Grade 55. The upper 12 inches of the bolts shall be hot dip galvanized per ASTM A153. Each anchor bolt shall be supplied with two hex nuts and two flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.

Method Of Measurement. CCTV camera structures shall be counted, each with foundation, Dual lowering device and all appurtenances installed.

BASIS OF PAYMENT. THIS ITEM SHALL BE PAID AT THE CONTRACT UNIT EACH FOR CLOSED CIRCUIT TELEVISION CAMERA STRUCTURE, GALVANIZED STEEL, OF THE MOUNTING HEIGHT SPECIFIED.

PUMP STATION ELECTRICAL WORK

Description. This item consists of furnishing all labor and materials required to provide new CCTV camera power and data feeds from the two new junction boxes mounted on the exterior of the pump station building to the existing CCTV Cabinet and Lighting Panel located inside the IDOT pump station building. This work shall include all conduits, power cables, fiber optic cables, conduit fittings, conduit hangar assemblies, anchors and associated hardware required for a complete installation as shown on the plans, as described herein and as directed by IDOT.

The work must include all work to core drill through the existing pump station wall to route the conduits into the pump station building.

All work required to connect the fiber optic cables to the existing fiber patch panel located within the existing CCTV Cabinet and to connect the power cables to the existing spare circuit breakers located within the existing lighting panel shall be included in this pay item.

All work to remove existing unused conduits that are affected by the installation of the new shall be included in this pay item.

Materials. Materials must be according to all applicable Articles of the Standard Specifications Division 1000 - Materials.

General Requirements. General requirements must be in accordance with Section 801 of the Standard Specifications.

All work must be coordinated with IDOT and the pump station building maintenance personnel.

The contractor shall utilize the existing conduit hangar systems located outside and inside the building whenever possible. All work to provide a new conduit hangar systems and to modify the existing hangar systems to accommodate the new conduits will be included in this pay item.

Method of Measurement. PUMP STATION ELECTRICAL WORK will not be measured for payment.

Basis of Payment. This work will be paid for at the contract lump sum price for PUMP STATION ELECTRICAL WORK which will be payment in full for: providing all electrical work necessary for a complete installation to install the permanent CCTV power and data feeds as described herein.

COATED GALVANIZED STEEL CONDUIT (BDE)

Effective: January 1, 2013

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

“(3) Coated Galvanized Steel Conduit. The conduit prior to coating shall meet the requirements for rigid metal conduit and be manufactured according to NEMA Standard No. RN1.

The coating shall have the following characteristics.

Hardness	85+ Shore A Durometer
Dielectric Strength	400 V/mil @ 60 Hz
Aging	1,000 Hours Atlas Weatherometer
Brittleness Temperature	0 °F (-18 °C) when tested according to ASTM D 746
Elongation	200 percent

The exterior galvanized surfaces shall be coated with a primer before the coating to ensure a bond between the zinc substrate and the coating. The bond strength created shall be greater than the tensile strength of the plastic coating. The nominal thickness of the coating shall be 40 mils (1 mm). The coating shall pass the following bonding test.

Two parallel cuts 1/2 in. (13 mm) apart and 1 1/2 in. (38 mm) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the coating for 1/2 in. (13 mm) to free the coating from the metal.

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

A two part urethane coating shall be applied to the interior of the conduit. The internal coating shall have a nominal thickness of 2 mils (50 µm). The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating. The urethane interior coating applied shall afford sufficient flexibility to permit field bending without cracking or flaking of the interior coating.

All conduit fittings and couplings shall be as specified and recommended by the conduit manufacturer. All conduit fitting covers shall be furnished with stainless steel screws which have been encapsulated with a polyester material on the head to ensure maximum corrosion protection.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2014

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

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

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

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

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts.

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

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

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award;
or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

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

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

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

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

“STATEMENTS AND PAYROLLS

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

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

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

“IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

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

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

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

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

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

If a Contractor or subcontractor has defaulted on a loan issued under the Department’s Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department’s obligation to pay the Contractor, the Contractor’s obligation to pay the subcontractor, and the Contractor’s or subcontractor’s total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

“669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.”

Revise Article 669.08 of the Standard Specifications to read:

“669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as “uncontaminated soil” according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.”

Revise Article 669.14 of the Standard Specifications to read:

“669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal.”

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

“The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.”

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algacides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY (BDE)

Effective: January 1, 2014

Add the following to the Article 701.18 of the Standard Specifications:

“(l) Standard 701428. When the shoulder width will not allow placement of the shoulder truck and provide 9 ft (3.0 m) of unobstructed lane width in the lane being closed, the shoulder truck shall not be used.”

Revise Article 701.19(a) of the Standard Specifications to read:

“(a) Not Measured. Traffic control and protection required under Standards 701001, 701006, 701011, 701101, 701106, 701301, 701311, 701400, 701426, 701427, and 701428 will not be measured for payment.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

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

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

Effective: April 2, 2004

Revised: April 1, 2009

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

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

- | | | |
|--|-----|--------------------------|
| Metal Piling | Yes | <input type="checkbox"/> |
| Structural Steel | Yes | <input type="checkbox"/> |
| Reinforcing Steel | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement | Yes | <input type="checkbox"/> |
| Guardrail | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence) | Yes | <input type="checkbox"/> |
| Frames and Grates | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

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

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

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

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

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

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

* * * * *

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

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

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

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

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

NOTICE

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

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

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

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

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