

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

### **PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later 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.

### **REQUESTS FOR AUTHORIZATION TO BID**

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

### **WHO CAN BID ?**

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

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

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

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

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

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

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

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

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

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

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

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

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

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 335

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting June 11, 2010

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

### NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

Contract No. 76C36  
ST CLAIR County  
Section DIST 8 ITS 2010-1  
Route FAI 64  
Project CMI-064-1(126)000  
District 8 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

---

---

## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

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

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Authorization to Bid or Not for Bid" form, he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

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. 76C36  
ST CLAIR County  
Section DIST 8 ITS 2010-1  
Project CMI-064-1(126)000  
Route FAI 64  
District 8 Construction Funds**

**Communication, detection and surveillance devices along I-64 from I-55/70/64 0.3 mile east of Third Street to I-64 west of the Alton Southern Railroad structure in East St. Louis.**

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

**RETURN WITH BID**

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

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

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

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

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

**Attach Cashier's Check or Certified Check Here**

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (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.

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 76C36

State Job # - C-98-003-09  
 PPS NBR - 8-55541-0900  
 County Name - ST CLAIR - -  
 Code - 163 - -  
 District - 8 - -  
 Section Number - DIST 8 ITS 2010-1

Project Number

Route  
 FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322925	ELCBL C TRACER 14 1C	FOOT	22,854.000				
X0323150	JUN BX AL AS 18X18X10	EACH	21.000				
X0325075	CONDUIT ATT STR 4 FBR	FOOT	390.000				
X0325076	WIDE AREA NETWORK	L SUM	1.000				
X0325077	FIB OPT UTILIT MARKER	EACH	78.000				
X0325461	GLC-T SFP MODULE	EACH	1.000				
X0325482	REM EXIST ITS EQUIPMT	EACH	1.000				
X0325483	SFP-GE-L SFP MODULE	EACH	18.000				
X0325484	SFP-GE-Z SFP MODULE	EACH	2.000				
X0325487	WIRED COMM DATA CONVT	EACH	3.000				
X0326091	LP 50 W/CAM LOW SYS	EACH	1.000				
X0326092	REL CCT SURV CAMERA	EACH	1.000				
X0326094	REL EX ITS CONT CAB	EACH	1.000				
X0326104	RELO RADAR DETECT SYS	EACH	1.000				
X0326912	3000 LAYER 2 SWITCH	EACH	3.000				



ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER -

76C36

State Job # - C-98-003-09  
 PPS NBR - 8-55541-0900  
 County Name - ST CLAIR - -  
 Code - 163 - -  
 District - 8 - -  
 Section Number - DIST 8 ITS 2010-1

Project Number

Route  
 FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X8100065	CON T 4 PVC TY C	FOOT	21,635.000				
X8102020	CON P 4 PVC SCHED 80	FOOT	1,825.000				
X8110128	CON AT ST 4 PVC TY C	FOOT	1,256.000				
X8710075	FO CAB C 72 SM FO	FOOT	27,611.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
25000210	SEEDING CL 2A	ACRE	2.600				
25000400	NITROGEN FERT NUTR	POUND	233.000				
25000500	PHOSPHORUS FERT NUTR	POUND	233.000				
25000600	POTASSIUM FERT NUTR	POUND	233.000				
25100105	MULCH METHOD 1	ACRE	26.000				
28000250	TEMP EROS CONTR SEED	POUND	259.000				
28000500	INLET & PIPE PROTECT	EACH	51.000				
67000400	ENGR FIELD OFFICE A	CAL MO	15.000				
67100100	MOBILIZATION	L SUM	1.000				
70100420	TRAF CONT-PROT 701411	EACH	4.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 76C36

State Job # - C-98-003-09  
 PPS NBR - 8-55541-0900  
 County Name - ST CLAIR - -  
 Code - 163 - -  
 District - 8 - -  
 Section Number - DIST 8 ITS 2010-1

Project Number

Route  
 FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70100430	TRAF CONT-PROT 701446	EACH	8.000				
70100825	TRAF CONT-PROT 701456	L SUM	1.000				
70102625	TR CONT & PROT 701606	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				
80300100	LOCATE UNDERGR CABLE	FOOT	15,280.000				
80500100	SERV INSTALL TY A	EACH	1.000				
81012500	CON T 1 1/2 PVC	FOOT	225.000				
81012800	CON T 3 PVC	FOOT	10.000				
81019100	CON P 6 GALVS	FOOT	530.000				
81306400	RELOC EX JUNCT BOX	EACH	1.000				
81400700	HANDHOLE PCC	EACH	58.000				
81400720	DBL HANDHOLE PCC	EACH	4.000				
81900200	TR & BKFIL F ELECT WK	FOOT	21,870.000				
83600300	LIGHT POLE FDN 30D	FOOT	7.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 76C36

State Job # - C-98-003-09  
 PPS NBR - 8-55541-0900  
 County Name - ST CLAIR - -  
 Code - 163 - -  
 District - 8 - -  
 Section Number - DIST 8 ITS 2010-1

Project Number

Route  
 FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
86300305	CONT CAB TYPE III SPL	EACH	1.000				
87000105	ECA C EPRTC 2C 10#10G	FOOT	25.000				
87301715	ELCBL C COMM 18 6PR	FOOT	25.000				
87301804	ELCBL C SERV 6 1C	FOOT	760.000				
87800210	CONC FDN TY D SPL	FOOT	4.000				
87900100	DRILL EX FOUNDATION	EACH	5.000				
87900200	DRILL EX HANDHOLE	EACH	10.000				
89502385	REMOV EX CONC FDN	EACH	1.000				

**CONTRACT NUMBER**

**76C36**

**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 Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-N, 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 chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### **II. ASSURANCES**

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

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

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

## RETURN WITH BID

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

### **B. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **C. Inducements**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

### **F. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **G. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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 Illinois Procurement 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 chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **B. Felons**

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, 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.

3. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement 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 chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

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

1. The Illinois Procurement Code provides:

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement 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 chief procurement officer may declare the contract void if this certification is false.

### **F. Educational Loan**

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

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

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

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

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

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

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

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



## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RETURN WITH BID**

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

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

**NA-FEDERAL**

---

---

---

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

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

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

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

**The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.**

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

**M. Lobbyist Disclosure**

Section 50-38 of the Illinois Procurement 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 chief procurement officer 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 Procurement 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer 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 Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, 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 Procurement 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

### C. Disclosure Form Instructions

#### Form A 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on 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 \$106,447.20? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
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 \$106,447.20? YES \_\_\_ NO \_\_\_

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

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

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

## RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement 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 \$10,000, 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.

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 \$106,447.20 (60% of the Governor's salary as of 7/1/07). (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 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH BID**

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 the 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 2 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 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20.00, (60% of the salary of the Governor as of 7/1/07) 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 the 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 2 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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form B  
Other Contracts &  
Procurement Related Information  
Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (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 \$10,000, 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**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

## **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. 76C36
ST CLAIR County
Section DIST 8 ITS 2010-1
Project CMI-064-1(126)000
Route FAI 64
District 8 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

PART II. WORKFORCE PROJECTION

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

TABLE A

Table with 13 columns: JOB CATEGORIES, TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (BLACK, HISPANIC, \*OTHER MINOR.), APPRENTICES (M, F), and TRAINEEES (M, F). Rows include OFFICIALS (MANAGERS), SUPERVISORS, FOREMEN, CLERICAL, EQUIPMENT OPERATORS, MECHANICS, TRUCK DRIVERS, IRONWORKERS, CARPENTERS, CEMENT MASONS, ELECTRICIANS, PIPEFITTERS, PLUMBERS, PAINTERS, LABORERS (SEMI-SKILLED and UNSKILLED), and TOTAL.

TABLE B

Table with 4 columns: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT, TOTAL EMPLOYEES (M, F), and MINORITY EMPLOYEES (M, F). Rows correspond to the job categories in Table A.

TABLE C

Table with 5 columns: EMPLOYEES IN TRAINING, TOTAL EMPLOYEES (M, F), BLACK (M, F), HISPANIC (M, F), and \*OTHER MINOR. (M, F). Rows include APPRENTICES and ON THE JOB TRAINEES.

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

FOR DEPARTMENT USE ONLY

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

**RETURN WITH BID**

**Contract No. 76C36  
ST CLAIR County  
Section DIST 8 ITS 2010-1  
Project CMI-064-1(126)000  
Route FAI 64  
District 8 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

## RETURN WITH BID

### ADDITIONAL FEDERAL REQUIREMENTS

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

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

**RETURN WITH BID**

**Contract No. 76C36  
ST CLAIR County  
Section DIST 8 ITS 2010-1  
Project CMI-064-1(126)000  
Route FAI 64  
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

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



Return with Bid

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

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

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

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

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

\_\_\_\_\_ as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

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

their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ .

PRINCIPAL

SURETY

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

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

By \_\_\_\_\_  
(Signature & Title)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,  
County of \_\_\_\_\_

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

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

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

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

My commission expires \_\_\_\_\_

Notary Public

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

Electronic Bid Bond ID# \_\_\_\_\_

Company / Bidder Name \_\_\_\_\_



Signature and Title \_\_\_\_\_



# 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. 76C36  
ST CLAIR County  
Section DIST 8 ITS 2010-1  
Project CMI-064-1(126)000  
Route FAI 64  
District 8 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

P.A. 96-0795, effective July 1, 2010, enacted substantial changes to the provisions of the Illinois Procurement 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 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 Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement 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.

**STATE ETHICAL STANDARDS**  
**GOVERNING SUBCONTRACTORS**

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

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 chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement 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 chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

**A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

**B. Felons**

1. The Illinois Procurement Code provides:

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

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

**C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement 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 chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

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

1. The Illinois Procurement Code provides:

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement 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 chief procurement officer may declare the contract void if this certification is false.

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

<hr/>		
Name of Subcontracting Company		
<hr/>		<hr/>
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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

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

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts of more than \$10,000 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, 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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

#### C. Disclosure Form Instructions

##### Form A 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a 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 \$106,447.20? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$106,447.20 of the subcontracting entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
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 \$106,447.20? 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 Illinois Procurement 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 bids in excess of \$10,000, 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.**

**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 \$106,447.20 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

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

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 the 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 2 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 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 \$106,447.20, (60 % of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 2 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 \_\_\_

**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 &  
Procurement 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 Illinois Procurement Act (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 \$10,000, 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



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 11, 2010. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 76C36  
ST CLAIR County  
Section DIST 8 ITS 2010-1  
Project CMI-064-1(126)000  
Route FAI 64  
District 8 Construction Funds**

**Communication, detection and surveillance devices along I-64 from I-55/70/64 0.3 mile east of Third Street to I-64 west of the Alton Southern Railroad structure in East St. Louis.**

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

By Order of the  
Illinois Department of Transportation

Gary Hannig,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

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

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
201 Clearing, Tree Removal and Protection .....	1
205 Embankment .....	2
251 Mulch .....	3
253 Planting Woody Plants .....	4
280 Temporary Erosion Control .....	6
406 Hot-Mix Asphalt Binder and Surface Course .....	7
443 Reflective Crack Control Treatment .....	12
502 Excavation for Structures .....	15
503 Concrete Structures .....	16
504 Precast Concrete Structures .....	17
505 Steel Structures .....	18
540 Box Culverts .....	19
581 Waterproofing Membrane System .....	20
630 Steel Plate Beam Guardrail .....	21
633 Removing and Reerecting Guardrail and Terminals .....	22
637 Concrete Barrier .....	23
669 Removal and Disposal of Regulated Substances .....	24
672 Sealing Abandoned Water Wells .....	25
701 Work Zone Traffic Control and Protection .....	26
720 Sign Panels and Appurtenances .....	27
721 Sign Panel Overlay .....	28
722 Demountable Sign Legend Characters and Arrows .....	29
726 Mile Post Marker Assembly .....	30
733 Overhead Sign Structures .....	31
783 Pavement Marking and Marker Removal .....	32
801 Electrical Requirements .....	33
805 Electrical Service Installation – Traffic Signals .....	34
836 Pole Foundation .....	35
838 Breakaway Devices .....	36
862 Uninterruptable Power Supply .....	37
873 Electric Cable .....	39
878 Traffic Signal Concrete Foundation .....	41
1003 Fine Aggregates .....	42
1004 Coarse Aggregates .....	43
1005 Stone and Broken Concrete .....	44
1006 Metals .....	45
1008 Structural Steel Coatings .....	47
1010 Finely Divided Materials .....	48
1020 Portland Cement Concrete .....	49
1022 Concrete Curing Materials .....	58
1024 Nonshrink Grout .....	59
1030 Hot-Mix Asphalt .....	60
1032 Bituminous Materials .....	65

1042	Precast Concrete Products .....	68
1062	Reflective Crack Control System .....	70
1069	Pole and Tower .....	72
1074	Control Equipment .....	75
1076	Wire and Cable .....	80
1080	Fabric Materials .....	81
1081	Materials for Planting .....	82
1083	Elastomeric Bearings .....	84
1090	Sign Base .....	85
1091	Sign Face .....	87
1092	Sign Legend and Supplemental Panels .....	95
1093	Sign Supports .....	96
1094	Overhead Sign Structures .....	98
1095	Pavement Markings .....	104
1101	General Equipment .....	106
1102	Hot-Mix Asphalt Equipment .....	107
1103	Portland Cement Concrete Equipment .....	109
1106	Work Zone Traffic Control Devices .....	110

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
1 X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07) .....	65
2 X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	67
3 X EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	68
4 Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	78
5 Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07) .....	83
6 Reserved .....	88
7 Reserved .....	89
8 Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	90
9 Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	91
10 Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	94
11 Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	97
12 Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	99
13 Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) .....	103
14 Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) .....	105
15 PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	106
16 Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	108
17 Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	109
18 PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	111
19 Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	112
20 Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97) .....	113
21 Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07) .....	117
22 Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	119
23 Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	121
24 X Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	123
25 Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	124
26 English Substitution of Metric Bolts (Eff. 7-1-96) .....	125
27 English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	126
28 Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) .....	127
29 Reserved .....	128
30 Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-09) .....	129
31 X Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-09) .....	137
32 Asbestos Bearing Pad Removal (Eff. 11-1-03) .....	149
33 Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) .....	150

**TABLE OF CONTENTS**

LOCATION OF PROJECT ..... 1

DESCRIPTION OF PROJECT ..... 1

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM ..... 3

OFFICE COPY MACHINE ..... 5

TELEPHONE ANSWERING MACHINE ..... 5

TRAFFIC CONTROL PLAN ..... 6

WORK DURING PEAK HOURS ..... 7

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC FOR PEAK PERIODS..... 7

COOPERATION BETWEEN CONTRACTORS..... 7

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS ..... 7

TRAFFIC CONTROL AND PROTECTION STANDARD 701456 ..... 8

STATUS OF UTILITIES TO BE ADJUSTED ..... 8

SEEDING ..... 8

MAINTENANCE OF EXISTING ELECTRICAL DEVICES ..... 10

DOCUMENTATION ..... 11

FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O. .... 11

FIBER OPTIC TERMINATION IN CABINET ..... 12

FIBER OPTIC SPLICING IN CABINET ..... 12

ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1/C ..... 13

WIDE AREA NETWORK..... 13

FIBER OPTIC UTILITY MARKER..... 14

WIRED COMMUNICATION DATA CONVERTER..... 15

3000 LAYER 2 SWITCH ..... 16

GLC-T SFP MODULE ..... 16

SFP-GE-L SFP MODULE ..... 16

SFP-GE-Z SFP MODULE ..... 16

LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM..... 16

FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES20

CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT ..... 21

CONDUIT IN TRENCH 4" DIA., PVC TYPE C ..... 21

CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C ..... 22

CONDUIT PUSHED, 4" DIA., PVC SCHEDULE 80 ..... 22

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT ..... 22

HANDHOLES..... 23

CONCRETE FOUNDATION, TYPE D (SPECIAL) ..... 23

CONTROLLER CABINET TYPE III, SPECIAL (AIR CONDITIONED) ..... 24

REMOVE EXISTING CONCRETE FOUNDATION..... 24

REMOVE EXISTING ITS EQUIPMENT..... 25



RELOCATE EXISTING VIDEO CAMERA ..... 25  
 RELOCATE EXISTING RADAR DETECTOR ..... 26  
 RELOCATE EXISTING ITS CONTROLLER CABINET ..... 26  
 RELOCATE EXISTING JUNCTION BOX ..... 27  
 TRAINING AND INSTALLATION ..... 27  
 WARRANTY ..... 28  
 FINAL SYSTEM ACCEPTANCE ..... 28  
 ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE) ..... 29  
 ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE) ..... 32  
 APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE  
 ILLINOIS STATE BORDERS (BDE) ..... 35  
 CEMENT (BDE) ..... 35  
 CONCRETE ADMIXTURES (BDE) ..... 37  
 CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE) ..... 40  
 CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE) ..... 42  
 CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE) ..... 43  
 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) ..... 44  
 ENGINEER’S FIELD OFFICE TYPE A (BDE) ..... 52  
 EQUIPMENT RENTAL RATES (BDE) ..... 54  
 LIQUIDATED DAMAGES (BDE) ..... 55  
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT  
 CONTROL DEFICIENCY DEDUCTION (BDE) ..... 55  
 PARTIAL EXIT RAMP CLOSURE FOR FREEWAY/EXPRESSWAY (BDE) ..... 57  
 PAYMENTS TO SUBCONTRACTORS (BDE) ..... 57  
 PERSONAL PROTECTIVE EQUIPMENT (BDE) ..... 58  
 PUBLIC CONVENIENCE AND SAFETY (BDE) ..... 58  
 RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE) ..... 59  
 NSRR SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST (FOR INFORMATION  
 ONLY) ..... 61  
 REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE) ..... 75  
 REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE) ..... 75  
 SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) ..... 76  
 TEMPORARY EROSION CONTROL (BDE) ..... 76  
 WORKING DAYS (BDE) ..... 78

## STATE OF ILLINOIS

---

### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 64 (I-64); Project CMI-064-1 (126) 000, Section Dist 8 ITS 2010-1; St. Clair County; Contract No. 76C36 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

### LOCATION OF PROJECT

The location of this project is from I-55/70/64, 0.3 miles east of 3<sup>rd</sup> Street to I-64 west of Alton Southern Railroad SN 082-0168 & 0167

### DESCRIPTION OF PROJECT

This project is part of the regional Intelligent Transportation System. The equipment deployed as a part of this project will provide IDOT the ability to monitor and verify traffic conditions on the urban interstate system. The images and data gathered by this equipment will be made available to the public via an internet web-site.

This work shall consist of:

- A. Relocate CCTV surveillance camera (006403.1A.07C(EX.)) & associated equipment from the I-64 MP03.1(STA. 59+00) sign truss to the proposed I-64 MP03.9 (STA. 79+16) LIGHT POLE 50' W/ CAMERA LOWERING DEVICE location.

Relocate radar detector (006403.1A.16R(EX.)) and associated equipment from the I-64 MP03.1(STA. 59+00) light pole east of the I-64 MP03.1(STA. 59+00) sign truss to the proposed I-64 MP03.9 (STA. 79+16) LIGHT POLE 50' W/ CAMERA LOWERING DEVICE location.

Relocate junction box and associated equipment from the I-64 MP03.1(STA. 59+00) sign truss to the proposed I-64 MP03.9 (STA. 79+16) LIGHT POLE 50' W/ CAMERA LOWERING DEVICE location.

Relocate the I-64 MP03.1(STA. 59+00) (STA. 59+00) ITS controller cabinet and associated equipment to the proposed I-64 MP03.9 (STA. 79+16) TYPE D CONTROLLER FOUNDATION,(SPECIAL) location.

Remove the I-64 MP03.1(STA. 59+00) TYPE D CONTROLLER FOUNDATION, CAMERA SIGN TRUSS MOUNTING HARDWARE and SIGN TRUSS CONDUIT.

- B. Install LIGHT POLE FOUNDATION, 24" DIAMETER, and CONCRETE FOUNDATION, TYPE D (SPECIAL) at the I-64 MP03.9 (STA. 79+16) location.

Install the abovementioned relocated I-64 MP03.1(STA. 59+00) camera and detector to the abovementioned and LIGHT POLE 50' W/ CAMERA LOWERING DEVICE. Install the abovementioned relocated I-64 MP03.1(STA. 59+00) controller cabinet and associated equipment at the I-64 MP03.9 (STA. 79+16) location.

- C. Remove the existing controller cabinet, encoder with power supply and detector power supply from the I-64 MP04.5 (STA. 132+88) location.

Modify the existing controller foundation to accommodate a proposed CONTROLLER CABINET TYPE III, SPECIAL (AIR CONDITIONED) at the I-64 MP04.5 (STA. 132+88) location.

Install CONTROLLER CABINET TYPE III, SPECIAL(AIR CONDITIONED) with associated switches, encoders and data converters, with power supplies and power distribution/suppression, as shown on the plans and specified in the following special provisions, at the I-64 MP04.5 (STA. 132+88) location.

- D. Modify existing controller cabinet and install switches with power supplies and power distribution/suppression, as shown on the plans and specified in the following special provisions, at the I-64 MP05.6 (STA. 182+28) location.

- E. Configure and program the existing switches in the I-64 MP06.9 (STA. 244+11) location.

- F. Install Fiber Optic Backbone communications system from the I-55/64/70 MP02.4 (STA. 40+87) controller cabinet to:

- a. I-64 MP03.1(STA. 59+00) proposed double handhole for future use, then to,
- b. I-64 MP03.9 (STA. 79+16) proposed cabinet, then to,
- c. I-64 MP04.5 (STA. 132+88) proposed cabinet, then to,
- d. I-64 MP05.1(STA. 161+00) proposed double handhole for future use, then to,
- e. I-64 MP05.6 (STA. 182+28) modified cabinet, then to,
- f. I-64 MP06.9 (STA. 244+11) existing cabinet

The images and data will be transmitted from the communications cabinets to the fiber backbone and into the Traffic Management Center (TMC) located at 1102 Eastport Plaza Drive Collinsville, IL. The images will then go through a matrix switch and will be displayed on one (1) of the eight (8) existing color LCD monitors at the District 8 TMC.

The equipment suppliers must have a minimum of three (3) years direct manufacturing experience in surveillance camera system and radar vehicle detection system, and will be required to establish a record of proven field service for the system's hardware and software being provided for this contract. The equipment supplier also must have installed at least one (1) system of the type to be provided for this contract that has demonstrated at least one (1) year of satisfactory operation prior to the letting of this contract. The system hardware and copyrighted software to be provided by this contract shall have been fully operations for a period of at least three (3) months prior to the letting date of this contract. The equipment supplier shall furnish the Department with the location of the systems(s) and the persons responsible, who shall be available for discussion and/or recommendation.

The manufacturer of the Intelligent Transportation System equipment must have product liability insurance of not less than \$5 million in effect at the time of bid.

### **MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM**

Effective: 1-1-1995

Revised June 2001

#### I. Monthly Labor Summary Report, Form SBE 148

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

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

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

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

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

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

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

#### II. Monthly Contract Activity Report, Form SBE 248

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

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

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

### Monthly Labor Summary and Activity Reporting System Codes and Formats

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

I.) Monthly Labor Summary Report, Form SBE 148

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

- 1. **Gender:** M - Male F - Female
- 2. **Ethnic Group:** 1 - White 2 - Black 3 - Hispanic  
4 - American Indian/Alaskan Native 5 - Asian/Pacific Islander
- 3. **Work Classification:** OF - Official SU - Supervisor FO - Foremen  
CL - Clerical CA - Carpenter EO – Operator ME - Mechanic  
TD - Truck Driver IW - Ironworker PA - Painter OT - Other  
EL - Electrician PP - Pipefitter TE – Technical LA – Laborer  
CM - Cement Mason
- 4. **Employee Status:** O - Owner Operator J - Journeyman  
C - Company A – Apprentice T - Trainee

Specific “Fixed Length Comma Delimited ASCII File Format”

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

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

II.) Monthly Contract Activity Report, Form SBE 248

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

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

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

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

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

This Special Provision must be included in each subcontract agreement.

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

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

This Special Provision must be included in each subcontract agreement.

**OFFICE COPY MACHINE**

*Effective: January 1, 1987*

*Revised: November 1, 2006*

The copier specified in Article 670.02 shall meet the following specifications:

- (1) Edge-to-edge copying.
- (2) Up to 11 in x 17 in (275 mm x 425 mm) size for copy-size capabilities.
- (3) A detachable platen cover in order to copy portions of large-bound documents.
- (4) A cabinet stand for the copier.

**TELEPHONE ANSWERING MACHINE**

*Effective: January 11, 1990*

*Revised: November 1, 2006*

The telephone answering machine specified in Article 670.02 shall meet the following minimum specifications:

- (1) Time/Day Indication - A computerized voice records the date and time that each message is received.
- (2) Beeperless Remote - Any remote touch-tone phone can be used to review all messages by the use of an access code.
- (3) Digital System - Pre-recorded and received messages are managed on separate cassettes.
- (4) Conversation Record - The operator can record any phone call.
- (5) Remote Turn-On - Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.
- (6) Full Message - The Caller is advised if the memory is insufficient to record the call.
- (7) Battery Back-Up - The settings and messages are protected from power failures.
- (8) Two-Line Capacity - Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

Prior to the purchase of this item, the Contractor shall submit specifications for the proposed machine to the Engineer for his approval.

### **TRAFFIC CONTROL PLAN**

*Effective: July 12, 1993*

*Revised: May 12, 1997*

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual of Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans. Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701101      701106      701400      701406      701411      701446  
701456      701601      701606      701801      701901

In addition, the following Special Provision(s) will also govern traffic control for this project:

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS  
WORK DURING PEAK HOURS  
FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC FOR PEAK PERIODS  
PUBLIC CONVENIENCE AND SAFETY  
TRAFFIC CONTROL AND PROTECTION STANDARD 701456

## **WORK DURING PEAK HOURS**

The Contractor shall have all lanes of traffic open during peak hours in each direction. The Contractor will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours. Peak hours are defined as 6:00 AM to 9:00 AM for the westbound traffic and 3:00 PM to 6:00 PM for the eastbound traffic.

## **FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC FOR PEAK PERIODS**

The Contractor is required to open the road to traffic at certain specified times described elsewhere in these Special Provisions. Should the Contractor fail to completely open and keep open the lanes to traffic, as described elsewhere in these Special Provisions, he shall be liable to the Department in the amount of \$1000.00 for each and every 15 minute interval or portion thereof, that a lane is blocked outside the allowable time limitations. No provisions of this clause shall be construed as a penalty but as liquidated and ascertained damages. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

## **COOPERATION BETWEEN CONTRACTORS**

The Contractor for this contract is advised that other projects within or adjacent to the limits of this contract section may be under construction during construction operations for this contract. The Contractor for this section shall cooperate with the Contractor for the other projects in accordance with Article 105.08 of the Standard Specifications.

Projects that may be under construction while this contract is in force are as follows:

1. 76C47-FAI 64, Section 82-1-1HBR, St. Clair County, Pedestrian Overpass, Retaining Wall, Sidewalk and Lighting at I-64 and 14<sup>th</sup> Street
2. 76C48-FAI 64, Section 82-1T, St. Clair County, Storm Sewer Repair at I-64 from 9<sup>th</sup> Street to 18<sup>th</sup> Street
3. 76C38-FAU 9166/FAU 9180, Section 82-1-10N, TS, St. Clair County , Intersection Reconstruction , Resurfacing, and Removed Traffic Signals at St. Clair Avenue/Baugh Avenue from 16<sup>th</sup> Street to 20<sup>th</sup> Street and Roundabout at 18<sup>th</sup> Street and Baugh Avenue
4. 76C49-FAI 64, Section 82-1-2HB, St. County, 15th Street over I-64, Bridge Replacement, Interchange & Intersection Reconstruction, Ramp Modification
5. 76867-FAI Route 64, Section 82-2VB-2, St. Clair County, Superstructure Replacement for the Structures Carrying I-64 over Metrolink, 0.79 miles east of Baugh Ave. in East St. Louis (SN 082-0162 and 082-0163).

## **CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS**

*Effective: April 21, 1981*

*Revised: November 1, 2006*

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 702001 except as herein modified.



All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet (1 square meter) or more shall be mounted on two 4 in x 4 in (100 mm x 100 mm) or two 4 in x 6 in (100 mm x 150 mm) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be paid for separately; but shall be considered included in the cost of the traffic control items in this contract.

**TRAFFIC CONTROL AND PROTECTION STANDARD 701456**

This work shall conform to the applicable portions of Section 700 of the Standard Specifications, the STANDARD 701456 and as specified herein.

This work shall be measured according to Article 701.19(c) of the Standard Specifications.

This work will be paid for according to Article 701.20(b) at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701456.

**STATUS OF UTILITIES TO BE ADJUSTED**

**NO UTILITIES TO BE ADJUSTED**

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

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

**SEEDING**

Effective: January 1, 2009

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Tall Fescue	100 (110)
	(Inferno, Tarheel II, Quest, Blade	
	Runner, or Falcon IV)	
	Perennial Ryegrass	
	Creeping Red Fescue	
	Red Top	10 (10)

2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
		Perennial Ryegrass	20 (20)
		Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
		Fults Salt Grass 1/	60 (70)”

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

“7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. In District 8 when Class 2 seeding is done between March 1<sup>st</sup> and June 1<sup>st</sup>, the seed mixture shall also include 48 pounds per acre (55kg/ha) of Spring Oats. When Class 2 seeding is done between August 1<sup>st</sup> and November 15<sup>th</sup>, the seed mixture shall also include 56 pounds per acre (63kg/ha) of Balboa Farm Rye or 60 pounds per acre (67kg/ha) of Winter Wheat. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

Variety of Seeds	Hard Seed	Purity	Pure Live	Weed	Secondary *	Notes
	%	%	Seed %	%	Noxious Weeds	
	Max.	Min.	Min.	Max.	No. per oz (kg)	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 ( 70)	-

Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 ( 70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial,- Annual		97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 ( 70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911 0		97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 ( 70)	3/”

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

“The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed.”

**MAINTENANCE OF EXISTING ELECTRICAL DEVICES**

*Effective: Unknown*

*Revised: November 1, 2006*

This work shall be performed according to the Articles 801.10 and 801.11, and as modified herein.

The existing electrical devices which lie within the construction limits of this project will continue to be the maintenance responsibility of the Illinois Department of Transportation. Electrical devices are defined to mean highway lighting installations, traffic signals, flashing beacons, sign truss illumination units, changeable message signs, ITS, motorist aid call boxes, dewatering pumps, speed monitoring devices, traffic volume count stations, wrong-way movement detectors, following-too-close monitors, ice/fog detectors or any such devices or facilities the Department may have to maintain.

Any damage or malfunctions of these devices, observed by the Contractor, shall be reported immediately to the Department.

If it is determined by the Engineer that the Contractor is responsible for damage of any type to above-mentioned existing electrical devices, including underground wiring, as a result of negligence or poor workmanship, the Contractor shall be responsible for the repair of these facilities. These repairs shall be accomplished by whatever method the Department deems necessary. In the event the repairs are not made by the Contractor, the Contractor shall be required to reimburse the Department for such repairs within 60 days of receiving written notification of said damage.

The Department will continue to maintain the existing electrical devices until such time as the Contractor removes these devices, if required by this Contract. Any new, rebuilt, or modernized equipment installed as a requirement of this Contract shall be the maintenance responsibility of the Contractor until such time as this equipment is final inspected and found to be installed in a satisfactory manner by the Department. Existing individual equipment not involved with the work of this Contract will continue to be the maintenance responsibility of the Department.

## **DOCUMENTATION**

At the pre-construction meeting, the Contractor shall submit the following items for approval by the Engineer.

Five (5) complete copies of the manufacturer's descriptive literatures and technical data for the equipment that will be installed on the contract. The descriptive literatures and technical data shall be adequate for determining whether the equipment meets the requirements of the plans and specifications. If the literature contains more than one (1) item, the Contractor shall indicate which item or items will be furnished.

Five (5) complete copies of the shop drawings for the surveillance camera system components showing in detail the fabrication thereof and the certified mill analysis on the materials used in the fabrication, anchor bolts and reinforcing materials.

Three (3) operations and maintenance manuals shall be supplied for all equipment and components of this project. The system operator's manual and equipment manuals shall contain as a minimum the Operator's manual which includes:

- Step-by-step system operation instructions
- Theory of system operation
- Explanations and descriptions of data elements
- Recovery procedures to be followed in case of system malfunction
- Procedures for updating all elements of the data base
- Functional descriptions of all equipment in the system

Equipment installation and maintenance manual for each controller, auxiliary device, software, and all other equipment and components provided on this project which includes:

- Technical descriptions of the operation of each system component
- Operation instructions for each type of equipment
- Theory of operation describing the interaction of equipment components and signal flow
- Detailed schematic diagrams
- Wiring diagrams that identify wire tagging used for all electrical connections
- Troubleshooting procedures to assist the maintenance staff in the identification and isolation of malfunctions
- Wiring diagrams for each location's cabinet

The Engineer will review the literature and furnish written approval or rejection to the Contractor within 15 calendar days after receipt of the literature. If the literature is rejected, the Contractor shall resubmit corrected literature within an additional fifteen (15) calendar days. Within ten (10) calendar days after receipt of written approval of any material or equipment, the Contractor shall order such material or equipment and shall furnish a copy of such order to the Engineer.

## **FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O.**

This work shall consist of furnishing and installing fiber optic cable in conduit as indicated on the plans.

The cable shall be Corning Cable Systems Type 072EW4-T3100A20 or equivalent (ALTOS fiber optic cable, maximum attenuation of 0.35dB/km at 1310nm, 0.25dB/km at 1550nm).

A minimum of 40 feet of slack cable shall be provided for each handhole nearest the controller cabinet, 20 feet of slack shall be in each controller cabinet and 30 feet of slack in all other handholes. The controller cabinet slack cable shall be stored as directed by the Engineer. All other fiber optic cables shall be clearly labeled.

Basis of Payment: This work shall be paid for at the contract unit price per foot for FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O. which will be payment in full for furnishing and installing all single mode fiber optic cable in conduit.

### **FIBER OPTIC TERMINATION IN CABINET**

This work shall consist of terminating existing fibers, new fibers and furnishing and installing fiber optic patch panels, cable management hardware and distribution enclosures in field cabinets or buildings as indicated on the plans. The single mode fibers shall be terminated at each location per the schedule in the plans. All fiber optic cabling shall be clearly labeled. Existing multi-mode fibers located in the ground field controller cabinet and junction boxes that are bare, shall also be terminated and included in the cost of this pay item.

A Corning PCH-04U closet connector housing or equivalent shall be provided at each termination point. Required SC simplex connectors shall be included at no additional cost to the Department. All fiber optic patch cables required to light all terminations shall be installed at no additional cost to the Department.

Perform appropriate tests and provide documentation according to the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES special provision.

Basis of Payment: This work shall be included in the cost of FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O., which will be payment in full for splicing all required multi-mode and single-mode fibers, testing and supplying and installing new patch panels, cable management hardware, and distribution enclosures at a cabinet or the TMC building location.

### **FIBER OPTIC SPLICING IN CABINET**

This work shall consist of splicing existing fibers, new fibers, and furnishing and installing distribution enclosures in field cabinets or buildings as indicated on the plans. The single mode fibers shall be spliced at each location per the schedule in the plans. All splices shall be fusion spliced in an environmentally controlled enclosure and no mechanical splicing shall be accepted. All fiber optic cabling shall be clearly labeled.

Corning PCH-04U closet connector housings and splice tray kits or equivalent shall be provided at each splice point as necessary.

Perform appropriate tests and provide documentation according to the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES special provision.

Basis of Payment: This work shall be included in the cost of FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O., which will be payment in full for terminating all required multi-mode and single-mode fibers, testing, and supplying and installing new cable management hardware, splice trays, and distribution enclosures at a cabinet or the TMC building location.

### **ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1/C**

In order to trace the fiber optic cable after installation, a black insulated copper tracer cable No. 14 shall be installed with the fiber optic cable where there is no other electric cable per the applicable portions of Section 873 of the Standard Specifications. The tracer cable splices are allowed in handhole, only. All tracer splices shall be kept to a minimum and shall incorporate maximum lengths of cable supplied by the manufacturer. The tracer cable splice shall be per Section 870 of the Standard Specifications. Conductors shall be spliced in a rigid mold. Rosin-core solder shall be used.

Basis of Payment: The tracer cable shall be paid for separately as ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1/C per foot, which price shall include all associated labor and material for installation.

### **WIDE AREA NETWORK**

This work shall consist of installing, configuring and placing into operation the wide area network devices furnished for this project, and reconfiguring existing network devices so that the overall network operates properly. The Contractor may replace components of the existing system at no additional cost to the Department. All work required to modify the existing network and in order to integrate the new equipment to be installed as referenced below with the existing system is included in the unit cost of WIDE AREA NETWORK. Any equipment that is to be replaced shall require written authorization by the Engineer. The appropriate wire, cables, connectors, ancillary devices for equipment connection and operation are also included in this pay item. This system shall consist of the following equipment:

The existing network hardware and configuration was installed on the previous project (ITS 2007-02). Specific network configuration information will be made available to the successful bidder, and shall remain confidential.

This work will be paid for at the contract unit price lump sum for WIDE AREA NETWORK, which price shall be payment in full for installing, configuring and placing into operation the wide area network devices furnished for this project, and reconfiguring existing network devices so that the overall network operates properly.

## FIBER OPTIC UTILITY MARKER

Marking of the Fiber Optic In-ground conduit runs will be done to prevent future damage to the fiber backbone. The markers will be placed every 300 feet along the fiber run and at other important junctions, turns, or other areas as specified by the field engineer.

The markers shall adhere to the following minimum specifications:

The marker shall be a cylindrical marker mounted on a 3.5" O.D. post. The marker shall be comprised of polymer materials which are resistant to impact, ultraviolet light, ozone, or hydrocarbon damage. The post and marker shall remain impact resistant in temperatures of -20 degrees to 140 degrees F.

The marker shall incorporate a cylindrical tube construction. It shall be capable of permanent or temporary installation on a 3.5" O.D. tube and shall utilize an anchor barb below ground level to prevent rotation and removal. The marker shall have an outside diameter of 3.82 inches. The nominal wall thickness shall be 0.13 inches and the overall length shall be 18 inches.

The marker shall be colored red on top of orange. Red shall be from the top to halfway down the marker (9 inches) and then orange the remaining 9 inches. The marker shall be pigmented throughout its entire cross section and shall incorporate UV resistant materials to prevent fading or cracking in outdoor environments.

The marker graphics shall include the following: On the red portion of the marker in the vertical direction it shall say "Buried Cables" above the symbol for no digging. It shall have the same verbiage on the opposite side (180 degrees away). Ninety degrees from this, on both sides, shall be the verbiage "Danger", also in the vertical direction.

On the Orange portion of the marker in the horizontal direction and on two sides of the marker it shall incorporate the IDOT logo and the words, "Illinois Department of Transportation". Directly below this it shall say, "Intelligent Transportation System". Below this it shall say, "Before digging, trenching, or pushing pipe in this vicinity, call 618-346-3233. Failure to comply will result in Legal Action." Directly below this, a horizontal line and then "MARKER ID NUMBER" with a blank space for the marker id number to be inserted in the field. The Contractor shall be responsible for adding the MARKER ID NUMBER based on the following template:

557007.84.01F

Where:

5570 = Interstate Designation  
07.74 = Milepost number to nearest hundredth of mile  
01 = Marker number  
F = Fiber Marker

Directly below this again include the symbol for no digging and the words "Buried Cable". All graphics shall consist of a solvent-based ink that is abrasive and UV resistant.

The marker shall exhibit good workmanship and shall be free of burns, discoloration, and other objectionable marks or defects, which affect appearance or serviceability.

The marker shall have a minimum tensile strength of 2700 pounds per square inch, as measured by ASTM D638 (specimen Type I with separation rate of two inches per minute.) The marker tensile strength shall not deviate more than 10 percent from the standard room temperature result when tested at both 140 degrees and -20 degrees F after a minimum of two hours conditioning at the respective temperature.

The marker shall be a six foot post with an 18" marker attached and installed to a two foot burial depth. It shall be capable of withstanding at least one vehicle impact at 35 mph. The marker shall return upright within 15 degrees of vertical position within a maximum of 30 seconds from the time of impact. The warning legend shall be retained on the marker after each impact.

GPS Coordinates for every line marker placed will be measured. The coordinates shall be measured in geographic decimal degrees and recorded in a table provided to IDOT in both electronic and hard copy format. GPS coordinate data collection shall continue to fiber termination points at controller cabinets and to the TMC so all conduit and fiber runs are clearly identified. The conduit, fiber markers and controller cabinets shall be located with an accuracy level of eighteen (18) inches. The fiber optic utility markers, conduit and controller cabinets shall be distinguishable in the GPS locator device as they are collected, so they are clearly identified in the table provided to the Department.

This work shall be paid for at the contract unit price each for FIBER OPTIC UTILITY MARKER.

## **WIRED COMMUNICATION DATA CONVERTER**

The Wired Communication Data Converter shall be a Wavetronix Click! 301 or equivalent. The data converter shall be capable of converting half-duplex serial communication to Ethernet and vice versa. It shall include multiple communications ports and use either Ethernet or serial interfaces to determine baud rates.

It shall have the following physical and operating characteristics:

Weight:	.20 lbs
Dimensions:	11.4 cm x 10.2 cm x 2.5 cm (4.5 in. x 4 in. x 0.9in.)
Ambient Operating Temp:	-34 degrees C to +74 degrees C
Humidity:	Up to 95% RH
Input Voltage Range:	10-30 VDC
RS-485 Voltage Range:	-9V to +14 V
RS-232 Voltage Range:	+/- 25V
Baud Rate Setup:	Auto-detected
Turn Around Time:	1.1 mS
Power Consumption:	<1 W
Communications:	Ethernet, RS-485 and RS-232 DTE
Baud Rates:	2 RS-485 Ports- 9600bps, 19200 bps, 38400 bps, 57600 bps 1 RS-232 Port- Up to 115200 bps



This work will be paid for at the contract unit price each for WIRED DATA COMMUNICATION CONVERTER, which price shall be payment in full for furnishing, installing, programming and configuring a Wired Data Communication Converter, with necessary connections and adjustments for proper operations to the satisfaction of the Engineer.

### **3000 LAYER 2 SWITCH**

This work shall consist of furnishing, installing, testing and provide operation, setup, and maintenance training for a Layer 2 switch, its associated power supply, and all power and data cables with termination hardware, as shown on the plans. The layer 2 switch shall be a Cisco Model Number IE-3000-8TC with its associated Cisco PWR-IE3000-AC power supply. Testing shall be per the TRAINING AND INSTALLATION special provision.

This work shall be paid for at the contract unit price each for 3000 LAYER 2 SWITCH.

### **GLC-T SFP MODULE**

This work shall consist of furnishing and installing an SFP Module. The SFP Module switch shall be a Cisco Model Number GLC-T. All components shall be tested and certified that they operate.

This work will be paid for at the contract unit price each for GLC-T SFP MODULE, which price shall be payment in full for furnishing, testing and delivering all equipment.

### **SFP-GE-L SFP MODULE**

This work shall consist of furnishing and installing a SFP Module. The SFP Module shall be a Cisco Model Number SFP-GE-L. All components shall be tested and certified that they operate.

This work will be paid for at the contract unit price each for SFP-GE-L SFP MODULE.

### **SFP-GE-Z SFP MODULE**

This work shall consist of furnishing and installing an SFP Module. The SFP Module shall be a Cisco Model Number SFP-GE-Z. All components shall be tested and certified that they operate.

This work will be paid for at the contract unit price each for SFP-GE-Z SFP MODULE.

### **LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM**

#### General Description

The camera lowering system shall be designed to support and lower the closed circuit television camera, lens, housing, PTZ mechanism, cabling, connectors and other supporting field components included in this contract 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, suspension contact unit, divided support arm, and a pole adapter for attachment to a pole top tenon, pole junction box, 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 insure the contact unit cannot twist under high wind conditions. Round support arms are not acceptable. The camera-lowering device shall withstand wind forces per Article 1069.01. 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 (EPA), 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 three (3) years of experience in the successful manufacturing of camera lowering systems. The lowering device provider shall be able to identify a minimum of three (3) previous projects where the purposed system has been installed successfully for over a one-year period of time each. The camera lowering device shall be the [MG]<sup>2</sup> Model CLDMG2-HYP-050-ST-D or equivalent.

The lowering device manufacturer shall furnish a factory representative to assist the electrical contractor with the assembly and testing of the lowering system onto the pole assembly. The manufacturer shall furnish documentation certifying that the electrical contractor has been instructed on the installation, operation and safety features of the lowering device. The Contractor shall be responsible for providing applicable maintenance personnel "on site" operational instructions and three (3) copies of operations and maintenance manual.

#### Suspension Unit Contact

The suspension contact unit shall have a load capacity 200 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 prefabricated components of the lift unit support system shall be designed to preclude the lifting cable from contacting the power or video cabling. The Contractor shall supply internal conduit in the pole for the power and video cabling if required by the Engineer. 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 female and male socket contact halves of the connector block shall be made of thermosetting synthetic rubber known as Hypalon. The female brass socket contacts and the male high conductivity brass pin contacts shall be permanently molded into the Hypalon body.

The current carrying male contacts shall be 1/8 inches in diameter. There shall be two (2) male contacts that are longer than the rest which will make first and break last providing optimum grounding performance.

The number of contacts shall be 14 and the camera mounted thereto, shall be capable of performing all of its necessary functions on 14 contacts or less.

The current carrying female contacts shall be 1/8 inches I.D. All of the contacts shall be recessed 0.125" from the face of the connector. Cored holes in the rubber measuring 0.25" in diameter and 0.125" deep molded into the connector body are centered on each contact on the face of the connector to create rain-tight seals when mated with the male connector.

The wire leads from both the male and female contacts shall be permanently and integrally molded in the Hypalon body. The current carrying and signal wires shall be constructed of #18/1 AWG Hypalon jacketed wire.

The contacts 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 when mated. The electrical contact connector must meet Mil Spec Q-9858 and Mil Spec I-45208.

#### Lowering Tool

The camera-lowering device shall be operated by use of the Department's existing portable lowering tool, a [MG]<sup>2</sup> Model LWR3-90 or equivalent.

#### Materials

All pulleys for the camera lowering device and portable lowering tool shall have sealed, self lubricated bearings, oil tight bronze bearings, or sintered 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 a waterproof seal to prevent degradation of the electrical contacts. The electrical connections between the fixed and movable lowering device components shall be designed to conduct high frequency data bits and one (1) volt peak-to-peak video signals as well as the power requirements for operation of dome environmental controls.

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.

The camera junction box shall be cast ZA-12 (12% aluminum and 88% zinc) and weigh a minimum of 50 LBS to insure stability of camera during the raising and lowering operation. The camera junction box shall have two (2) fully gasketed doors to prevent water intrusion. The bottom of the camera junction box shall be equipped with a condensation/moisture exit system.

The Closed Circuit Television Camera System 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 lowering unit will have sufficient weight to disengage the camera and its control components in order that it can be lowered properly.

The Closed Circuit Television Camera System manufacturer shall provide the power and signal connectors for attachment to the bare leads in the pole and/or camera junction boxes.

The Closed Circuit Television Camera System manufacturer shall provide a mounting flange sufficient for mounting their respective camera assembly to the bottom of the Camera connection box.

#### Light Pole, Steel, 50 Foot

The light pole, steel, 50 foot design shall be in accordance with the applicable portions of SECTION 830 and Article 1069.03 of the Standard Specifications the current AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals". Minimum Loading requirements shall be based on an isotach wind velocity for the area of installation according to current AASHTO isotach wind chart. Calculations and detailed drawings shall be submitted demonstrating compliance with the AASHTO specification so as to support the specified camera and accessories, except for:

1. the handhole with (1) handhole cover/security chain and (2) portable winch working park stand loops on the handhole rim and on the pole inside wall shall be as shown on the plans,
2. the pole top plate shall be as shown on the plans,
3. the tenon plate shall be as shown on the plans,
4. the top tenon shall be as shown on the plans and,
5. the top and bottom electrical cable guides shall be located within the pole aligned with each other as shown on the plans.

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:

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

Anchor rods shall be according to Article 1070.02 of the Standard Specifications. Hex nuts and washers shall be according to Article 1006.08 of the Standard Specifications. Each anchor bolt shall be supplied with two (2) hex nuts and two (2) flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.

Furnishing and installing mounting bands and 2" flexible conduit associated with connecting the CCTV junction box to the pole shall be included in the contract unit price.

Basis Of Payment

This work shall be paid for at the contract unit price each for LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM.

**FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES**

- A. During construction, an Optical Domain Reflectometer (OTDR) shall be used to test splices and shall use an OTDR and a 1-km launch reel (for single mode fiber) or a 300 km launch reel (for multi-mode fiber) to test pigtail connectors. Such construction tests shall be uni-directional and performed at both 1310 nm and 1550 nm for single mode fiber and at 850 nm for multi-mode fiber. The Contractor may substitute another fiber optic testing device for an OTDR if the device specifications, testing parameters, and reason for using this type of device are submitted for review and approval by the Engineer.
- B. If the loss value of two (2) connectors and the associated pigtail splice exceeds 1dB for single mode fiber or 2 dB for multi-mode fiber, then splice and re-splice until the loss value is 1.0 dB or less, or 2 dB or less, respectively.
- C. If the loss value for a splice, when measured in one direction with an OTDR, exceeds 0.15 dB, break the splice and re-splice until the loss value is 0.15 dB or less, provided that, not able to achieve a loss value of 0.15 dB after three total splicing attempts, then the maximum loss value shall be 0.3 dB.
- D. After end-to-end connectivity has been established on the fibers during construction the following shall be completed:
  - a. bi-directional end-to-end tests
  - b. test continuity to confirm that no fibers have crossed at any splice points
  - c. record loss measurements using a light source and a power meter
  - d. take OTDR traces and record splice loss measurements
- E. Bi-directional end-to-end tests and OTDR traces shall be performed at both 1310 nm and 1550 nm for single mode fiber and at 850 nm for multi-mode fiber. All losses for each splice point shall be measured, verified, and averaged in both directions.
- F. ODTR Equipment and Settings  
The Contractor shall use OTDR equipment and setting that are in the Engineer's opinion, suitable for performing accurate measurements of the fiber.
- G. Acceptance Test Deliverables  
The Contractor shall provide data sheets or computer media, in format that is readily accessible to the Department, containing the following information for the relevant fibers and cable segments for approval prior to connecting any fiber optic hardware:
  - a. Verification of end-to-end fiber continuity with power level readings for each fiber taken with a light source and power meter.
  - b. Verification that the loss at each splice point is below 0.3 dB.

- c. The final bi-directional OTDR test data, with distances.
- d. Cable manufacturer, cable type (buffer/ribbon), fiber type, cable reel number, number and distance of each section of cable between splice points.

The cost of performing the appropriate tests and providing the documentation shall be included in the cost of the FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O.

#### **CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT**

This work shall consist of furnishing and installing 4" Opti-com Bullet Resistant Tubular with Opti-com 44R Ribbed Polyethylene Inner duct with four (4) 1.263" inside diameter ducts, or Carlon Multi Gard, Multi-Cell PVC Fiberglass Conduit Bullet Resistant with four (4) 1.19" inside diameter ducts, or equivalent, including all fittings, expansion joints and accessories attached to supports at the locations specified in the plans.

Each innerduct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct. Expansion joints shall be installed every 150 feet for all unburied (exposed) conduit.

This work shall be paid at the contract unit price per foot for CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT.

#### **CONDUIT IN TRENCH 4" DIA., PVC TYPE C**

This work shall consist of work that is described in Section 810 of the Standard Specifications.

All in ground 4" conduit used in the installation for the fiber backbone will be Opti-com Type C PVC with Opti-com 44R Ribbed Polyethylene Inner duct with four (4) 1.263" inside diameter ducts, or Carlon Multi Gard, Multi-Cell PVC Type C with four (4) 1.19" inside diameter ducts, or equivalent. Each innerduct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct.

This work shall consist of furnishing and installing 4" conduit in trench and shall be Opti-com Standard Type C with Opti-com 44R Ribbed Polyethylene Inner duct with four (4) 1.263" inside diameter ducts or equivalent, including all fittings and accessories at the locations specified on the plans.

The conduit shall comply with current corresponding NEMA standards. Coding for the current corresponding NEMA standards shall be stamped on all conduit.

This work shall be paid at the contract unit price per foot for CONDUIT IN TRENCH 4" DIA., PVC TYPE C.

### **CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C**

This work shall consist of furnishing and installing 4" conduit attached to structure shall be Opti-com PVC Conduit TYPE C with Opti-com 44R Ribbed Polyethylene Inner duct with four (4) 1.263" inside diameter ducts or Carlon Multi Gard, Multi-Cell PVC TYPE C with four (4) 1.19" inside diameter ducts, or equivalent, including all fittings, expansion joints and accessories attached to supports at the locations specified on the plans.

Each innerduct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct.

The conduit shall comply with current corresponding NEMA standards. Coding for the current corresponding NEMA standards shall be stamped on all conduit. Expansion joints shall be installed every 100 feet for all unburied (exposed) conduit.

When there is an abrupt change in conduit alignment due to bridge abutments and its associated equipment, pier cap equipment, beam stiffeners, bridge scuppers, associated flexible multi-duct conduit shall be used. This associated flexible multi-duct conduit shall be included in the contract unit price of this pay item.

This work shall be paid at the contract unit price per foot for CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C.

### **CONDUIT PUSHED, 4" DIA., PVC SCHEDULE 80**

This work shall consist of furnishing and installing 4" conduit pushed and shall be Opti-com PVC Conduit Schedule 80 with Opti-com 44R Ribbed Polyethylene Inner duct with four (4) 1.263" inside diameter ducts or Carlon Bore-Gard/Boreable Multi-Gard PVC Schedule 80 with four (4) 1.19" inside diameter ducts or equivalent, including all fittings and accessories attached to supports at the locations specified on the plans.

The method used to install this conduit shall be per Article 810.03(a) of the Standard Specifications.

Each inner duct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct.

This work shall be paid at the contract unit price per foot for CONDUIT PUSHED, 4" DIA., PVC SCHEDULE 80.

### **TEMPERATURE CONTROL FOR CONCRETE PLACEMENT**

Effective: October 17, 2008

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

## **HANDHOLES**

Add the following to Section 814 of the Standard Specifications:

All handholes shall be cast-in-place concrete, with a minimum inside dimension of 21-1/2 inches. Frames and lid openings shall match this dimension. The minimum wall thickness for heavy-duty hand holes shall be 12 inches. The handhole cover shall be labeled "ITS" with legible raised letters.

All conduits shall enter the handhole at a minimum depth of thirty (30) inches. However, the depth of conduit from detector locations located less than five (5) feet from the handhole may be less than thirty (30) inches.

All cable hooks shall be hot-dipped galvanized in accordance with AASHTO Specification M111. Hooks shall be a minimum of 3/8-inch diameter and extend into the handhole at least 6 inches. Hooks shall be placed a minimum of 12 inches below the lid, or lower if additional space is required. All cable hooks shall be secured with a retaining nut tightened against the handhole concrete.

This work shall be paid for at the contract unit price each for HANDHOLE, HEAVY-DUTY HANDHOLE, or DOUBLE HANDHOLE of the material type and size as specified.

## **CONCRETE FOUNDATION, TYPE D (SPECIAL)**

This work shall consist of furnishing and installing a concrete foundation for the installation of a controller foundation per Standard 878001 and applicable portions of Section 878 of the Standard Specifications, except an additional apron for the rear controller cabinet door shall be required. The ground rod shall conform to the applicable portions of Article 1086.02 with the following additions:

1. The ground rod shall be 3/4" X 12' long.
2. Four (4) ground rods shall be installed vertically in the concrete foundation and shall protrude 4" from the concrete foundation. Each of the four (4) ground rods shall be located inside of the controller cabinet and 3" diagonally from the cabinet corner.
3. A #6 AWG bare copper conductor shall be bonded to each rod with molded, sleeved, exothermic, N.E.C. approved field weld (Cadweld). One (1) of the rods and #6 AWG bare copper conductor shall be attached to the controller cabinet ground bus. The other unused ground conductors shall remain coiled along the bottom of the cabinet enclosure. The ground conductors shall be enough to reach ground bus. PRESSURE CONNECTORS OR CLAMPS ARE NOT ACCEPTABLE.

Anchor bolts, nuts, and washers are required for this foundation.

This work shall be paid for at the contract unit price per foot of depth of CONCRETE FOUNDATION, TYPE D (SPECIAL).



### **CONTROLLER CABINET TYPE III, SPECIAL (AIR CONDITIONED)**

The cabinet shall be in accordance with the applicable portions of Section 863 of the Standard Specifications.

The TYPE III CABINET shall be a NEMA Type 3R (66"H X 24"W X 30"L) with (i) front and rear doors and (ii) four shelves including one for future use.

The cabinet shall have:

Two (2) Power panel surge protection (EDCO SHA-1250 or approved equal) (one per phase)

One (1) Surge protection (Model ACP100 BWN3 or approved equal)

Two (2) GFCI receptacles

Four (4) circuit breakers (2-15Amp single pole, 1-15Amp double pole and 1-20Amp double pole main)

Single point ground

Thermostatically controlled air conditioner (240 VAC @ approximately 400 Watts)

Heater lamp(s)

Fluorescent lamp(s)

Door locks & keys in accordance with the Article 1074.03(3)c

Modifications to the panel and terminal facilities shall be made to the cabinet to meet the operating requirements of (i) the manufacturer of surveillance camera equipment, (ii) the field hardened controller equipment, and (iii) utility companies.

The cost of equipment housed inside the cabinet shall be included in the pay item for CLOSED CIRCUIT TELEVISION CAMERA SYSTEM and the pay items for the communications equipment (Wired Communication Data Converter, vehicle detectors, layer 3 switch, MPEG encoders, and fiber termination panel).

The cabinet shall be configured as similar to the existing modified cabinets as practical.

The cabinet shall be a fully integrated weatherproof enclosure complete with an air conditioner sufficient to cool the Controller Cabinet Type III to 80 degrees or less at all times, pre-fabricated and attached to the enclosure to ensure watertight seal. Cutting in or attaching an air conditioner to the outside of a separate standard traffic controller cabinet on site is not acceptable. The Contractor shall submit plan drawings for the overall cabinet design with the air conditioner, detailing how the interior of the cabinet will be protected from environmental elements. The Contractor must receive approval from the Engineer prior to procuring the cabinet / air conditioner assembly.

This work shall be paid for at the contract unit price each for CONTROLLER CABINET TYPE III, SPECIAL (AIR CONDITIONED).

### **REMOVE EXISTING CONCRETE FOUNDATION**

*Effective: Unknown*

*Revised: November 1, 2006*

This item shall consist of removing a concrete foundation(s) in conformance to the requirements of the plans and Section 895 of the Standard Specifications.

The following concrete foundations are to be removed:

**MP03.1 CONCRETE FOUNDATION, TYPE D (SPECIAL)**

The entire depth of all of the above listed foundation shall be removed.

The Contractor shall cut and protect the associated conduits for re-use, if shown on the plans.

This work will be paid for at the contract unit price each for REMOVE EXISTING CONCRETE FOUNDATION.

**REMOVE EXISTING ITS EQUIPMENT**

This item consists of removing the existing ITS equipment, as shown on the plans. The existing ITS equipment shall remain in operation until the new ITS equipment is ready for operation. The Contractor shall be responsible for repairing or replacing any items damaged during the process to the satisfaction of the Engineer. Upon approval of the Engineer, the Contractor shall remove the following ITS equipment:

**MP03.1 006403.1A.07C(EX.) associated mounting hardware and conduits**

The removed equipment shall become the property of the Contractor and shall be disposed of according to Article 202.03. Seal any conduit taps in the sign truss structure with threaded caps.

**MP04.5 ENCODER/POWER SUPPLY and ENCODER/POWER SUPPLY**

The removed equipment shall remain the property of the State of Illinois. Upon removal of the existing ITS equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Regional Complex, 1102 Eastport Plaza Drive, Collinsville, Illinois 62234, ITS Equipment Room #120B. The location of any interim storage facility, prior to equipment delivery, shall be indoors and approved by the Engineer

**MP04.5 CONTROLLER CABINET TYPE III**

The removed equipment shall remain the property of the State of Illinois. Upon removal of the existing ITS equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Traffic and Maintenance Yard, 9601 St. Clair Avenue, Fairview Heights, Illinois. The location of any interim storage facility, prior to equipment delivery, shall be indoors and approved by the Engineer

This work will be paid for at the contract unit price each for REMOVE EXISTING ITS EQUIPMENT, which price shall be payment in full for removing all of the above-listed equipment and delivering the equipment as specified above.

**RELOCATE EXISTING VIDEO CAMERA**

This item consists of relocating the 006403.9A07C, as shown on the plans. The Contractor shall be responsible for repairing or replacing any items damaged during the process to the satisfaction of the Engineer.

Careful examination and documentation of the existing camera/control cabinet components cable terminations must be made prior to the removal of the existing video camera. Upon approval of the Engineer, the Contractor shall relocate it to the MP03.9 location.

Any new cabling required to complete the connection of the relocated video camera controller cabinet shall be included in the cost of this pay item.

The location of any interim storage facility, prior to equipment relocation, shall be indoors and approved by the Engineer.

This work will be paid for at the contract unit price each for RELOCATE EXISTING VIDEO CAMERA, which price shall be payment in full for relocating the above-listed equipment as specified above.

### **RELOCATE EXISTING RADAR DETECTOR**

This item consists of relocating the 006403.9A.16R, as shown on the plans. The Contractor shall be responsible for repairing or replacing any items damaged during the process to the satisfaction of the Engineer.

Remove associated mounting hardware and conduits. Seal any associated mounting hardware and conduit taps in the light pole with threaded caps.

Careful examination and documentation of the existing radar detector/control cabinet components cable terminations must be made prior to the removal of the existing radar detector. Upon approval of the Engineer, the Contractor shall relocate it to the MP03.9 location.

Any new cabling required to complete the connection of the relocated radar detector controller cabinet shall be included in the cost of this pay item.

The location of any interim storage facility, prior to equipment relocation, shall be indoors and approved by the Engineer.

This work will be paid for at the contract unit price each for RELOCATE EXISTING RADAR DETECTOR, which price shall be payment in full for relocating the above-listed equipment as specified above.

### **RELOCATE EXISTING ITS CONTROLLER CABINET**

This work shall consist of relocating the MP03.1 ITS controller cabinet to proposed CONCRETE FOUNDATION, TYPE D (SPECIAL), at MP03.9, as shown on the plans, upon approval of the Engineer.

The location of any interim storage facility, prior to equipment relocation, shall be indoors and approved by the Engineer.

This work will be paid for at the contract unit price each for RELOCATE EXISTING ITS CONTROLLER CABINET, which price shall be payment in full for all of the above-listed work as specified above.

### **RELOCATE EXISTING JUNCTION BOX**

This work shall consist of relocating the MP03.1 sign truss mounted junction box with its video camera and radar detector components to the proposed MP03.9 LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM location, as shown on the plans.

Remove associated mounting hardware and conduits from sign truss structure. Seal any conduit taps in the sign truss structure with threaded caps.

The installation shall be done according to the applicable specifications Section 813 of the Standard Specifications, the enclosed RELOCATE EXISTING VIDEO CAMERA special provision and the enclosed RELOCATE EXISTING RADAR DETECTOR special provision. Any damage done to the existing junction box or appurtenances shall be repaired or replaced by the Contractor at his/her own expense, as directed by the Engineer.

This work will be paid for at the contract unit price per each for RELOCATE EXISTING JUNCTION BOX.

### **TRAINING AND INSTALLATION**

The suppliers of the hardware and software included, paid for, and provided for in the following pay items shall supervise the installation and testing of such items:

A factory certified representative shall be present for the turn-on. In addition to the turn-on, the representative from the supplier shall be on-site for a minimum of one day unless otherwise stated in this contract. The representative shall work with the other suppliers and representatives.

This representative shall be available for troubleshooting and if need be to meet with Department personnel and other suppliers for troubleshooting the project.

In addition to the installation, each representative shall provide training for a period of no less than two (2) hours to maintenance, communications and engineering personnel in the operation, setup, and maintenance of their company's equipment.

The cost of providing the factory certified representative and training of Department of Transportation personnel shall be included in the cost of the particular pay item's contract unit price.

## **WARRANTY**

The Contractor shall warranty all materials and workmanship including labor for a period of two (2) years after the completion and acceptance of the installation of the items included in the following pay items:

WIRED COMMUNICATION DATA CONVERTER  
300 LAYER 2 SWITCH  
GLC-T SFP MODULE  
SFP-GE-L SFP MODULE  
SFP-GE-Z SFP MODULE  
LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM  
WIDE AREA NETWORK

unless other warranty requirements prevail.

The Contractor shall obtain from the manufacturers, warranties for all electronic and mechanical equipment. These warranties shall be transferred to the Department or other maintaining agencies upon the completion and acceptance of the project. The manufacturer shall warrant the equipment and all parts thereof against any defects of design, workmanship, and materials, and guarantee to promptly repair or replace, free of charge, any item that has become defective for reasons not proven to have been caused by negligence on the part the user or acts of a third party during the warranty period.

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 (2) 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 (2) 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 system.

This is not a pay item and no additional compensation shall be allowed.

## **FINAL SYSTEM ACCEPTANCE**

The Contractor shall request a turn-on of the:

WIRED COMMUNICATION DATA CONVERTER  
300 LAYER 2 SWITCH  
GLC-T SFP MODULE

SFP-GE-L SFP MODULE  
SFP-GE-Z SFP MODULE  
LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM  
WIDE AREA NETWORK

after all of the equipment has been completely installed, fully operable, fully documented, IDOT staff training completed, and when the roadway is open to traffic. The abovementioned work must be inspected at the same time. Inspecting one (1) system without the others will not be permitted. All required system hardware and software shall be completely installed and fully operable prior to the systems inspection request. The inspection request must be made to the Engineer a minimum of three (3) working days prior to the time of the requested inspection. During the inspection all items will be tested for proper operation according to the contract. The Contractor shall be provided with a punchlist indicating which equipment failed the inspection and require corrective measures. Upon the turn-on inspection, the Engineer may allow the systems to operate in continuous operation but this shall not relieve the Contractor from correcting the failed items. The Contractor shall notify the Engineer when all the failed items on the punchlist have been corrected and shall request an inspection. A turn-on inspection shall not be considered successful until each item on the punchlist has been corrected by the Contractor to operate according to the contract.

After a successful turn-on inspection, the abovementioned work shall enter a 30 calendar day minimum on site monitoring phase. During this phase the Contractor shall monitor the operation of the systems. Failure of any component during the monitoring period shall be reported to the Engineer and corrective measures shall be taken by the Contractor to the satisfaction of the Engineer. A failed item in any system shall necessitate restarting the 30 calendar day monitoring period for all systems for the full 30 day duration beginning at the time when the failed item was corrected by the Contractor.

At the end of a 30 calendar day monitoring period the Contractor shall provide the Engineer with a monitoring log for the items covering the thirty calendar day period. The Contractor shall utilize the system software capabilities to store and generate monitoring logs. Upon review of the logs and further equipment performance testing, the Engineer will issue a Acceptance Notice for the abovementioned work or notify the Contractor in writing of the deficiencies.

This is not a pay item and no additional compensation shall be allowed.

**ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)**

Effective: August 1, 2007

Revised: January 1, 2009

Description. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260.

The test will be performed with Type I or II cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

AGGREGATE GROUPS			
Coarse Aggregate or Coarse Aggregate Blend  ASTM C 1260 Expansion	Fine Aggregate or Fine Aggregate Blend  ASTM C 1260 Expansion		
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%
	≤ 0.16%	Group I	Group II
> 0.16% - 0.27%	Group II	Group II	Group III
> 0.27%	Group III	Group III	Group IV

Mixture Options. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

- Group I - Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

- a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

Where: a, b, c... = percentage of aggregate in the blend;  
 A, B, C...= expansion value for that aggregate.

b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as “finely divided mineral:portland cement”.

- 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
- 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

- 3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is  $\leq 0.16$  percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.



If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ), a new ASTM C 1567 test will not be required.

**Testing.** If an individual aggregate has an ASTM C 1260 expansion value  $> 0.16$  percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

## **ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)**

Effective: January 1, 2009

**Description.** This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in precast and precast prestressed concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to cast-in-place concrete.

**Aggregate Expansion Values.** Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

AGGREGATE GROUPS			
Coarse Aggregate or Coarse Aggregate Blend  ASTM C 1260 Expansion	Fine Aggregate or Fine Aggregate Blend  ASTM C 1260 Expansion		
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%
	≤ 0.16%	Group I	Group II
> 0.16% - 0.27%	Group II	Group II	Group III
> 0.27%	Group III	Group III	Group IV

Mixture Options. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

- Group I - Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

- a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

Where: a, b, c... = percentage of aggregate in the blend;  
 A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as “finely divided mineral:portland cement”.
  - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater.

- Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
- 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
  - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
  - c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
  - d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
  - e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is  $\leq 0.16$  percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value  $> 0.16$  percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department.

The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

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

Effective: November 1, 2008

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

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

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

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

**CEMENT (BDE)**

Effective: January 1, 2007

Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

**“SECTION 1001. CEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer.

The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
  - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
  - (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide ( $SO_3$ ), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

**1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

**1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

**1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

## **CONCRETE ADMIXTURES (BDE)**

Effective: January 1, 2003

Revised: April 1, 2009

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

“(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

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

Revise Section 1021 of the Standard Specifications to read:

#### **“SECTION 1021. CONCRETE ADMIXTURES**

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

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

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests.

Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

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

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

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

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

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

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

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

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

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

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).



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

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

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

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

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

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

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

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

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

Effective: June 1, 2010

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

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

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

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

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

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

#### **CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)**

Effective: April 1, 2009

Revised: July 1, 2009

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

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

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

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

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

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

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

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

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

## **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

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

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

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

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

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

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

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

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

Effective: September 1, 2000

Revised: January 1, 2010

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. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **6.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or

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

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

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

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

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

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

- (6) If the contract goal is not met, evidence of good faith efforts.

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.



Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

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

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 it receives as a result of the lease arrangement.

- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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.

(a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

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

(c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.

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

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

(e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.

(f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, 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.

(g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

(h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.

(i) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

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

### **ENGINEER'S FIELD OFFICE TYPE A (BDE)**

Effective: April 1, 2007

Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

**"670.02 Engineer's Field Office Type A.** Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).

- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.
- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (l) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

“The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer.”

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

“This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150.”

### **EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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

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

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

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

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

**LIQUIDATED DAMAGES (BDE)**

Effective: April 1, 2009

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

“Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650”

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

Effective: April 1, 2007

Revised: November 1, 2009

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

- “(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor’s activities represents a violation of the Department’s NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time.



The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

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

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Table A Deficiency Deduction Gravity Adjustment Factors				
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			
	< 5 Acres	5 - 10 Acres	>10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"

**PARTIAL EXIT RAMP CLOSURE FOR FREEWAY/EXPRESSWAY (BDE)**

Effective: January 1, 2009

Description. This work shall consist of furnishing and installing traffic control for the partial closure of exit ramps on a freeway/expressway. Work shall be according to Section 701 except as modified herein.

Add the following after the fourth paragraph of Article 701.07 of the Standard Specifications:

“Drop-offs at the edge of pavement greater than 1 1/2 in. (40 mm) caused by the Contractor’s operations will be allowed only on one side of the ramp at a time.”

Delete the third paragraph of Article 701.17(e)(1) of the Standard Specifications.

Delete the third paragraph of Article 701.18(e)(3) of the Standard Specifications.

Revise the first sentence of Article 701.19(c) of the Standard Specifications to read:

“Traffic control and protection required under Standards 701201, 701206, 701306, 701326, 701336, 701406, 701421, 701456, 701501, 701502, 701601, 701602, 701606, 701701 and 701801 will be measured for payment on a lump sum basis.”

Add the following to the first paragraph of Article 701.20(b) of the Standard Specifications:

“TRAFFIC CONTROL AND PROTECTION STANDARD 701456;”

**PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

#### **PERSONAL PROTECTIVE EQUIPMENT (BDE)**

Effective: November 1, 2008

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

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

#### **PUBLIC CONVENIENCE AND SAFETY (BDE)**

Effective: January 1, 2000

Add the following paragraph after the fourth paragraph of Article 107.09 of the Standard Specifications.

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

**RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)**

Effective: December 1, 1986

Revised: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Norfolk Southern Railway 1200 Peachtree St., N.E. Bldg. Box 142 Atlanta, GA 30309	0	6 trains daily @ 25 mph
DOT/AAR No.: 8001950 RR Division: Southwest	RR Mile Post: I-64 on V C Belt RR Sub-Division: St. Louis	
For Freight/Passenger Information Contact: Mick Craddock, Road Foreman		Phone: 618/322-5886
For Insurance Information Contact: Jim Kazmierczak, Sr. Engineer		Phone: 404/529-1641
Terminal Railroad Association 1000 St. Louis Union Station Suite 200 St. Louis, MO 63103	0	22 trains daily @ 25 mph
DOT/AAR No.: 803102M RR Division: ILL Transfer	RR Mile Post: 25.00 RR Sub-Division: Transfer	
For Freight/Passenger Information Contact: Rick McQueen		Phone: 314/539-4704
For Insurance Information Contact: Rick McQueen, Director of Engineering Services		Phone: 314/539-4704
Metro-Link 707 North First St. St. Louis, MO 63102-2595	300 trains daily @ 45 mph	No Freight Trains
DOT/AAR No.: N/A RR Division: St. Louis	RR Mile Post: 18.4 - 19.0 RR Sub-Division: N/A	
For Freight/Passenger Information Contact: Gerald Wittenauer		Phone:314/982-1400 ext. 1671
For Insurance Information Contact: Gerald Wittenauer		Phone:314/982-1400 ext. 1671

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

**NSRR SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST (FOR INFORMATION ONLY)**

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Department, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

- a. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
1200 Peachtree  
Atlanta, Georgia 30309

- b. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
- c. Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
- d. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B,1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
  - 1. Notify the Railroad's representative at least 72 hours in advance of the work.
  - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
  - 3. Receive permission from the Railroad's representative to proceed with the work.
  - 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad.
2. In accord with the Railroad's written outline of specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of beam at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

D. Demolition, Erection, Hoisting

1. Railroad tracks and other railroad property must be protected from damage during the procedure.
2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.



3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

- (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

F. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- 2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
- 2.. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
- 4.. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

1. The Department's contractor pursuant to Section 107.12 of the State's "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002 will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.

2. The estimated cost of flagging is \$400.00 per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes an estimated \$50 per diem charge for travel expenses, meals and lodging. The charge to the Department by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. The Contractor and Department will review and sign the Railroad flagman's time sheet (Form 11123), attesting that the flagman was present during the time recorded. Flagmen may be removed by the Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer Public Improvements (404) 529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Highway Engineer. Address all written correspondence to:

Office of Chief Engineer                      Attn: T. D. Wyatt  
Bridges & Structures                              System Engineer  
Norfolk Southern Corporation Public Improvements  
1200 Peachtree Street  
Atlanta, Georgia 30309

2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a private crossing agreement has been executed between the Contractor and Railroad.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Railroad specified in item A.2 below as an additional insured, and shall include a severability of interests provision.



2. Railroad Protective Liability Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

The insurer must be rated A- or better by A.M. Best Company, Inc.

The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:  
CG 00 35 01 96 and CG 28 31 10 93; or CG 00 35 07 98 and CG 28 31 07 98.

The named insured shall read:

[Name of railroad that owns the track]; and  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: Scott Dickerson,  
Director Risk Management

The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The job location must appear on the Declarations and must include the city, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Other endorsements/forms that will be accepted are:  
Broad Form Nuclear Exclusion – Form IL 00 21  
30-day Advance Notice of Non-renewal or cancellation  
Required State Cancellation Endorsement  
Quick Reference or Index Form CL/IL 240

Endorsements/forms that are NOT acceptable are:  
Any Pollution Exclusion Endorsement except CG 28 31  
Any Punitive or Exemplary Damages Exclusion  
Known injury or Damage Exclusion form CG 00 59  
Any Common Policy Conditions form

Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

RAILROAD:

Mr. Scott Dickerson, ARM  
Risk Manager  
Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, VA 23510-2191

15. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
Atlanta, GA 30309

Date:

File:

Milepost:

**REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)**

Effective: April 1, 2007

Revised: November 1, 2008

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

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

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40”

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

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

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

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

**REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)**

Effective: August 1, 2008

Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

**508.03 Storage and Protection.** Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete.”

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

**TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002

Revised: January 1, 2010

Add the following to Article 280.02 of the Standard Specifications to read:

“(k) Filter Fabric ..... 1080.03”

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

“Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer.”

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

“The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor’s operations, or for the Contractor’s convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department.

Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Revise Article 280.04(a) of the Standard Specifications to read:

"(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer's specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is lower than the bottom of the terminating ends of the ditch side slopes."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be according to either Article 251.03 or 251.04 except for any reference to seeding."

Revise Article 280.07(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

"(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Revise Article 280.08(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS."

Revise Article 280.08(f) of the Standard Specifications to read:

“(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06.”

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.015(e) of the Standard Specifications to read:

“The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3.”

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 155 working days.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General .....	1
II. Nondiscrimination .....	1
III. Nonsegregated Facilities .....	3
IV. Payment of Predetermined Minimum Wage.....	3
V. Statements and Payrolls .....	5
VI. Record of Materials, Supplies, and Labor.....	6
VII. Subletting or Assigning the Contract.....	6
VIII. Safety: Accident Prevention .....	7
IX. False Statements Concerning Highway Projects.....	7
X. Implementation of Clean Air Act and Federal .....Water Pollution Control Act .....	7
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion .....	8
XII. Certification Regarding Use of Contract Funds for Lobbying .....	9

**ATTACHMENTS**

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

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

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

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

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

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

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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



to the contractor for employment consideration.

**b.** In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

**c.** The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

#### **6. Training and Promotion:**

**a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

**b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

**d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

**a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women

for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

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

**d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

**a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

**b.** Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

**c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

- (1)** The number of minority and non-minority group members and women employed in each work classification on the project;
- (2)** The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- (3)** The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- (4)** The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

**b.** The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the

contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

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

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as

appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

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

##### **a. Apprentices:**

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

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

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

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

##### **b. Trainees:**

**(1)** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

**(2)** The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

**(3)** Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

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

##### **c. Helpers:**

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

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

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

#### **6. Withholding:**

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

such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **7. Overtime Requirements:**

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

#### **8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

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

#### **V. STATEMENTS AND PAYROLLS**

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

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

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

##### **2. Payrolls and Payroll Records:**

- a.** Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b.** The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c.** Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.
- d.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1)** that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2)** that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3)** that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f.** The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g.** The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such

actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

## **VIII. SAFETY: ACCIDENT PREVENTION**

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

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

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

this transaction.

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

- covered transactions by any Federal department or agency;
- b.** Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d.** Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

\*\*\*\*\*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

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

- a.** By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d.** The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e.** The prospective lower 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.
- g.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

- required to, check the Nonprocurement List.
- h.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i.** Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

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

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

\*\*\*\*\*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

more than \$100,000 for each such failure.

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



**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

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

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

**NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.