

**RETURN WITH BID**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

**AFFIDAVIT**

\_\_\_\_\_, of \_\_\_\_\_,  
*(name of affiant)* *(bidder)*

being first duly sworn upon oath, states as follows:

1. That I am the \_\_\_\_\_ of \_\_\_\_\_  
*(Officer or position)* *(Bidder)*  
and have personal knowledge of the facts herein stated.
2. That, if selected under this bid proposal, \_\_\_\_\_ will  
*(Bidder)*  
maintain a business office in the State of Illinois which will be located in \_\_\_\_\_  
County, Illinois.
3. That this business office will serve as the primary place of employment for any persons  
employed in the construction contemplated by this bid proposal.
4. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of  
the Illinois Procurement Code.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name of Affiant)*

This instrument was signed and attested before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

by \_\_\_\_\_.  
*(Notary Public Name)*

\_\_\_\_\_  
*(Notary Public Signature)*

(NOTARY SEAL)

# **BID PROPOSAL INSTRUCTIONS**

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

## **PREQUALIFICATION**

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

## **WHO CAN BID ?**

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

## **REQUESTS FOR AUTHORIZATION TO BID**

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

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

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

## **ABOUT AUTHORIZATION TO BID**

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

## **ADDENDA AND REVISIONS**

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

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

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

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

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

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

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

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

## **BID SUBMITTAL CHECKLIST**

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

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

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

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

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

**QUESTIONS: pre-letting up to execution of the contract**

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

**QUESTIONS: following contract execution**

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

# 105

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 13, 2014

**NOTICE TO PROSPECTIVE BIDDERS**

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 68B73  
PEORIA County  
Section D4 ITS SYSTEM 2014  
Route FAI 74  
ITS Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_ a

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

**Contract No. 68B73  
PEORIA County  
Section D4 ITS SYSTEM 2014  
Route FAI 74  
ITS Funds**

**This project consists of improvements to the District 4 Communications Center including a new video display system, drywall, carpet, ATMS workstations and Ethernet switches.**

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



**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

Check box Yes   
 Check box No

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 68B73

State Job # - C-94-068-14

Project Number

Route

County Name - PEORIA - -

FAI 74

Code - 143 - -

District - 4 - -

Section Number - D4 ITS SYSTEM 2014

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0324095	VIDEO WALL DISPLAY	L SUM	1.000				
X0326252	COMPUTER WORKSTATION	EACH	10.000				
X0327736	DRYWALL PAINTINGWORK	L SUM	1.000				
X0327737	MAINT EX LIGHT FIXTUR	L SUM	1.000				
X0327738	REPL FLOOR CARP TILES	L SUM	1.000				
X0327739	MISC ELECTRICAL WORK	L SUM	1.000				
X0327740	ETHER SWTCH L324FP MO	EACH	2.000				
X0327741	ETHER SWTCH L324P MO	EACH	3.000				
X0327742	ETHER SWTCH L348P MO	EACH	2.000				
X0327743	TABLET 7" SCREEN MO	EACH	2.000				
X0327744	COMM CENTER FURNITURE	L SUM	1.000				
X8620200	UNINTER POWER SUP SPL	EACH	1.000				
67100100	MOBILIZATION	L SUM	1.000				

**CONTRACT NUMBER**

**68B73**

**THIS IS THE TOTAL BID**

**\$ \_\_\_\_\_**

**NOTES:**

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

##### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

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

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

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

Section 50-30. Revolving door prohibition.

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

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

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

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

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

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

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

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

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### **C. Debt Delinquency**

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

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

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

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

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

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

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

### **F. Educational Loan**

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

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

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

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

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

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

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

## 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.

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

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

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

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

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

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

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

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

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

**RETURN WITH BID**

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

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

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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.

**TO BE RETURNED WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

\_\_\_\_\_

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

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

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

## 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.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

Yes \_\_\_ No \_\_\_

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

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

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

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

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

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(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 \_\_\_

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

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(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 \_\_\_

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

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

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**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 \_\_\_

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(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 \_\_\_

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(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 \_\_\_

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**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**RETURN WITH BID**

**Contract No. 68B73  
PEORIA County  
Section D4 ITS SYSTEM 2014  
Route FAI 74  
ITS 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 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**

**Contract No. 68B73**

**PEORIA County**

**Section D4 ITS SYSTEM 2014**

**Route FAI 74**

**ITS 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)  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_ Signature of Authorized Representative  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
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.



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

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_  
(Signature and Title)

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

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_  
(Name of Notary Public)

by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

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

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Electronic Bid Bond ID #	Company/Bidder Name	Signature and Title
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This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



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

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

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_  
(Signature and Title)

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

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
(Name of Notary Public)

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

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

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



**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route \_\_\_\_\_

Section \_\_\_\_\_

Project \_\_\_\_\_

County \_\_\_\_\_

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

Contract No. \_\_\_\_\_

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

Total Bid \_\_\_\_\_

Contract DBE Goal \_\_\_\_\_

(Percent)                      (Dollar Amount)

**(4) Assurance**

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

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

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

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

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

\_\_\_\_\_ Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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



# 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

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## 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. 68B73  
PEORIA County  
Section D4 ITS SYSTEM 2014  
Route FAI 74  
ITS Funds



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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.

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

**RETURN WITH SUBCONTRACT**

**C. Debt Delinquency**

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

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

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

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

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

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

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

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

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

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

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

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

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

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

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

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

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

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

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

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

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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

**RETURN WITH SUBCONTRACT**

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

<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 State Toll Highway Authority? Yes \_\_\_ No \_\_\_

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

**RETURN WITH SUBCONTRACT**

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

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

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(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 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

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

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(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 \_\_\_

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(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 \_\_\_

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

---

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

**RETURN WITH SUBCONTRACT**

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

---

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

---

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

---

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Representative and Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (icx-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. June 13, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 68B73  
PEORIA County  
Section D4 ITS SYSTEM 2014  
Route FAI 74  
ITS Funds**

**This project consists of improvements to the District 4 Communications Center including a new video display system, drywall, carpet, ATMS workstations and Ethernet switches.**

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

By Order of the  
Illinois Department of Transportation

Ann L. Schneider,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

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

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012 (Revised January 1, 2014)", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAI Route 74 (I-74), Section D4 ITS System 2014 in Peoria County **Contract No.66B73** 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 improvement takes place at the Becker Building located at 401 Main Street within the city of Peoria, Illinois in the Illinois Department of Transportation's (IDOT) existing Seventh Floor office space in Peoria County.

#### DESCRIPTION OF PROJECT

The work entails the renovation of the existing IDOT Operations Communications Center on the Seventh Floor of the Becker Building located at 401 Main Street in Peoria, Illinois. This ITS work involves the construction and installation of the following ITS related equipment for this renovation of the IDOT Communications Center: video wall display, video wall controller, drywall, painting, carpet tile replacement, chairs, Ethernet switches, miscellaneous electrical work, and miscellaneous computer and communications hardware and equipment.

#### DATE OF COMPLETION

For all other work under this contract, the Contractor shall have all required equipment and materials installed, tested and operational by **January 31, 2015** unless directed otherwise by the Engineer. Prior to this deadline, the Contractor shall demonstrate the successful installation and implementation of all required components, including the successful completion of any required testing, to the satisfaction of the Engineer.

The Contractor's liability for failure to meet any of the above deadlines shall be as specified in Section 108 of the Standard Specifications.

## **LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES**

Effective August 3, 2007      Revised July 31, 2009

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately, but shall be included in the contract bid price.

## **TRAFFIC CONTROL PLAN**

Effective March 28, 2014

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

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

## **CONTRACT GUARANTEE**

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

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

1. The manufacturer's standard written warranty for each piece of electrical equipment or apparatus furnished under the contract.

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

### **PROSECUTION OF WORK**

In order to assure the timely completion of the work involved in this project, it may be necessary for the Contractor to work extended work hours. Any expenses incurred by the Contractor in order to comply with this special provision will not be paid for separately, but shall be included in the contract price.

### **FAILURE TO COMPLETE THE WORK ON TIME**

Should the Contractor fail to complete the work on or before any of the dates specified in these Special Provisions, or within such extended time allowed by the Department, the Contractor shall be liable to the Department in the amount of \$550.00 per day for work performed under this contract not as a penalty but as liquidated and ascertained damages for each calendar day beyond the date of completion or extended time as may be allowed. Such damages may be deducted by the Department from any monies due the Contractor.

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

A calendar day is every day on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later. Liquidated damages will not be assessed for any day less than twenty-four hours.

## **TEMPORARY RELOCATION OF COMMUNICATIONS CENTER EMPLOYEES**

The IDOT communications center employees will be relocated to an alternate location outside of the communications center during construction to allow the Contractor to expedite construction and to minimize exposure to construction hazards. The Contractor shall relocate equipment and extend cabling to the temporary location as shown on the plan sheets and described in the special provision for MISCELLANEOUS ELECTRICAL WORK - BECKER BUILDING.

All major construction work, with the exception of the Video Wall Display shall be completed by October 31, 2014 so that employees can return to the Communication Center before the start of the winter season.

## **CONTRACTOR COMMUNICATION**

Contractors may submit questions about the proposed project staging, plans, and specifications to the Department for clarification. The Department will make every attempt to respond to questions and will post the answers to them on the IDOT District 4 web site at <http://www.gettingaroundpeoria.com/68B73questions.html>

Questions may be emailed to [eric.howald@illinois.gov](mailto:eric.howald@illinois.gov). It is the Contractor's sole responsibility to check the web site for questions and answers.

The Department will issue plan addendums if needed to address any revisions to the plans and special provisions.

## **SITE INSPECTION**

The Contractor may elect to visit the IDOT Communications Center to verify existing site conditions. The Contractor shall notify Randy Laninga at (309) 671-4477 to set up a time to visit the site. The Department will make every attempt to accommodate all requests within a reasonable amount of time.

## **DRYWALL AND PAINTING WORK**

**Description:** This specification includes gypsum board, taped and sanded joint treatment, and Gypsum board accessories and fasteners. This specification also includes surface preparation and field application of paints and finishes for interior surfaces, exterior painting and finishing schedule, and interior painting and finishing schedule.

The Contractor shall remove existing drywall, base molding, doors, windows, existing video wall partition components, sound deadening boards, and other items as shown on the plan sheets.

The Contractor shall deliver the window and blinds to Becker Construction and dispose of all other removal items off-site unless specified otherwise. Items shall be disposed of in accordance with applicable laws and regulations.

The Contractor shall relocate existing furniture and equipment as required to facilitate construction.

The Contractor shall install drywall, doors, base molding, paint, and other items as shown on the plan sheets.

## **Materials**

### **Steel Doors and Frames**

References:

American Society for Testing and Materials (ASTM):

1. ASTM A 525 – Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
2. ASTM E 152 – Methods of Fire Tests of Door Assemblies.

Door Hardware Institute (DHI):

1. DHI – The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors and Builder's Hardware.

Steel Door Institute (SDI):

1. SDI-100 – Standard Steel Doors and Frames.
2. SDI-105 – Recommended Erection Instructions for Steel Frames.

National Fire Protection Association (NFPA):

- B. NFPA 80 – Fire Doors and Windows.

Interior Doors: SDI-100, Grade I – Standard-Duty – 1-3/4 inch, Model 1 – Full Flush Design, 18 gage cold-rolled steel.

Interior Frames: 16 gage, cold-rolled steel, mitered and welded, 2-inch profile, for installation in a metal or wood stud and gypsum board partition.

Core Construction:

Provide one of the following core construction; Contractor's option:

1. Kraft Honeycomb: Phenolic treated.
2. Polyurethane: Core foamed-in-place or laminated. 20-psi strength, 1.8-pcf density; 1/2-inch maximum voids in any direction. Strength of bond between core and steel face sheet shall exceed strength of core so delamination will not occur during operating conditions.

Polystyrene: Rigid core of polystyrene foam board, 1500 psf compressive strength, and 18-psi shear strength. Strength of bond between core and steel face sheet shall exceed strength of core so that delamination will not occur under operating conditions.

4. Vertical Steel Stiffeners: 22 gage vertical steel stiffeners, spaced 6 inches apart and spot-welded to face sheets at 6 inches on center. Insulate spaces between stiffeners with loose fill insulation full height of door.

Accessories: Rubber Silencers: Resilient rubber.

Protective Coatings:

Bituminous Coating: Fibered asphalt emulsion. Primer: Exposed surfaces shall be cleaned, treated with Bond rite chemical and given one baked-on shop coat of grey rust inhibiting primer.

Fabrication:

Fabricate units rigid, neat, and free from warp or buckle. Provide welded frames. Weld exposed joints continuously; grind, dress, and make smooth, flush and invisible. Reinforce units to receive surface applied finish hardware. Prepare frame for silencers. Provide three single rubber silencers for single doors and two single silencers on frame head at double doors without mullions. Primer: Air-dried.

Door dimensions shall be as shown in the Plans. Doors shall match those currently installed in the ITS Equipment Room, using the same materials and installation types.

Quality Assurance:

Qualifications:

1. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum 5 years documented experience.
2. Installer: Company specializing in performing work of this Section with minimum Five Years documented experience.

Regulatory Requirements:

Fire Rated Door Construction:

Conform to ASTM E 125, labeled and listed by Underwriters Laboratories (UL).  
Rate of rise of 450°F across door thickness maximum in 30 minutes of fire exposure.

Installed Door Assembly: Conform to NFPA 80 for fire rated minute label as indicated on Drawings.

Delivery, Storage, and Protection:

Transport, handle, store, and protect products. Protect doors and frames with resilient packaging. Break seal on-site to permit ventilation.

Hardware

References:

Hardware shall conform to NFPA Standard No. 80, 101 and Americans Disabilities Act (ADA).

Butt Hinges:

1. All hinges shall have button tips, non-rising pins, and full mortise.
2. Provide flat-headed recessed screws, Phillips type, unless otherwise scheduled.
3. Hinges shall be ball bearing, 5 knuckle.
  - a. Hanger Hardware: BB1279

Door Stops: Locate to prevent surface/knob contact with wall. Wall mounted as required. Acceptable manufacturers:

1. Glynn-Johnson

Locks and Latches: US32D finish.

1. Shall meet ANSI A156.13/2 Series 1000 Grade 1 Operational, Grade 3 Security.
2. Deadlocks and cylinders in heavy-duty mortise locksets shall have pin tumblers to match existing hardware used by Owner.
3. Latch bolts shall be equipped with lip strikes and strike boxes.

Door Silencers: Furnish 3 silencers for each interior single unlabeled door. Furnish 2 silencers for each interior pair of unlabeled doors. Acceptable manufacturers:

1. Glynn-Johnson            GJ64/G565

Fabrication:

Where item of hardware specified is not adaptable to finished shape or size of members requiring hardware, hardware supplier shall note fact and indicate equivalent item for Engineer's acceptance. (This does not include change of manufacturers) Engineer shall accept changes, in writing. Match finish and color of each item of hardware with that for lock and latch sets, and as per existing doors within limits of construction. Hardware with non-matching finishes will be rejected. Fastenings:

1. Furnish hardware with screws, through bolts and other fastenings to assure permanent anchorage. Where exposed, fastenings shall be countersunk spanner or Phillips head type (use flat head for hinges), and shall match finish of hardware being attached. All fasteners shall be case hardened.

2. Provide concealed fastenings wherever possible. Hardware shall not be attached with self-tapping or sheet metal screws. Floor mounted stops or holders are not acceptable.

#### Hardware Finishes:

1. The Specification indicates types of "Finishes" required for major hardware items. Unless otherwise specified, match finish of each hardware item with finish specified for locksets.
2. United States Standard: Product finishes to BHMA standards for exact match with Engineer's accepted sample. Finishes of same designation, that come from 2 or more sources, shall match when items are viewed from 5'-0" and approximately 2' apart.
3. Matching Paint Finish: Manufacturer's standard painted finish surfaces over bonderized and prime coated metal surfaces; primarily for use on covers and arms of surface closers. Use lacquer or enamel matching finish of lock/latch sets unless noted otherwise.
4. Prime Coat for Painting: Manufacturer's standard phosphate treatment.

#### Keys and Keying:

1. Provide keying and master keying and higher master keying, if required, in accordance with instructions of Department. Include 3 nickel silver keys for each lock, and 3 of each master key.
2. Lock manufacturer shall furnish a keyway to match Department's existing keyway. Keyway used shall require Department's authorization letter to accompany each order for keys and key blanks. All keys shall be stamped "Do Not Duplicate" on plain bows.
3. Locks shall be installed for building security (during the normal period of construction) with temporary construction keys; shall be individually keyed as required and subject to a single master key. At completion of building, permanent keys shall be shipped directly to Department's appointed representative. Proof of delivery shall be submitted to Engineer prior to final review of Project.

Door handles shall be locking heavy-duty levers with a minimum of 3" of finger clearance. Door handles shall be made of stainless steel 3-hour UL fire rated materials and shall meet ADA requirements. Door handles shall be installed 36" above the finished floor.

#### Quality Assurance:

Finish Hardware Supplier Shall: Be member of National Builders Hardware Association (NBHA); provide services of regular member of American Society of Architectural Hardware Consultants (ASAHC). Be responsible for suitability of all finish hardware; verify that items specified will function in designated locations. Be responsible for refinements, materials and specified thickness.

## Gypsum Board

### References:

#### American Society for Testing and Materials (ASTM):

1. ASTM C36 – Gypsum Wallboard.
2. ASTM C475 – Joint Treatment Materials for Gypsum Wallboard Construction.
3. ASTM C514 – Nails for the Application of Gypsum Wallboard.
4. ASTM C840 – Application and Finishing of Gypsum Board.
5. ASTM C1002 – Steel Drill Screws for the Application of Gypsum Board.
6. ASTM E90 – Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
7. ASTM E119 – Fire Tests of Building Construction and Materials.

#### Gypsum Association (GA):

1. GA 201 – Gypsum Board for Walls and Ceilings.
2. GA 216 – Recommended Specifications for the Application and Finishing of Gypsum Board.
3. GA 600 – Fire Resistance Design Manual.

Fire Rated Gypsum Board: ASTM C36; fire resistive type, UL rated; 5/8-inch thick, tapered edge.

### Accessories:

1. Acoustical Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board, as recommended by wallboard manufacturer.
2. Corner Beads: Metal, 1-1/4" x 1-1/4"
3. Edge Trim: GA 201 and GA 216; Type LC L LK U exposed reveal bead.
4. Joint Materials: ASTM C475; GA 201 and GA 216; reinforcing tape, joint compound, adhesive, and water.
5. Fasteners for Metal Stud Application

Quality Assurance: Perform Work in accordance with ASTM C840.

Qualifications: Applicator: Company specializing in performing the work of this section approved by manufacturer.

## Painting

### References:

#### American Society for Testing and Materials (ASTM):

1. ASTM E 84 - Test Method for Surface Burning Characteristics of Building Materials.

Manufacturers:

Subject to compliance with project requirements, manufacturer's offering specified items, which may be incorporated in the work, include the following:

1. Benjamin Moore and Company, Montvale, NJ; Telephone: (201) 573-9600.
2. Duron Paints and Wall coverings, Beltsville, MD; Telephone: (800) 723-8766.
3. ICI (Glidden) Paint Stores, Cleveland, OH; Telephone: (800) 984-5444.
4. Pittsburgh Paints, Pittsburgh, PA; Telephone: (800) 441-9695.
5. Sherwin-Williams Company, Cleveland, OH; Telephone: (800) 321-8194.

Product options and substitutions. Substitutions: Permitted.

Paints, Primers, Accessories:

Paints:

1. Manufacturer's "Best Grade" for each type specified.
2. Ready-mixed; pigments fully ground maintaining a soft paste consistency, capable of readily and uniformly dispersing to a complete homogeneous mixture.
3. Providing good flowing and brushing properties and be capable of drying or curing free of streaks or sags.
4. Low odor

Primers and under coaters: Manufactured by same manufacturer as finish coat materials.

Paint Accessory Materials: Linseed oil, shellac, turpentine and other materials not specifically indicated herein but required to achieve the finishes specified of high quality and approved manufacturer.

Interior Paint Systems: Final Paint Color Selection shall be Department specified. Furnish manufacturer color sample cards to Department for color selection.

Quality Assurance:

Applicator Qualifications: Company specializing in performing Work of this Section with minimum five years documented experience.

Regulatory Requirements:

1. Surface Burning Characteristics in Accordance with ASTM E-84 for Class I or A finish:
  - a. Flame Spread (Non-Combustible Surfaces): Less than 25.
  - b. Smoke Density (Non-Combustible Surfaces): Less than 450.
2. Provide paint and coating materials that conform to Federal, State, and Local restrictions for Volatile Organic Compounds (VOC) content.

Delivery, Storage, and Handling:

Transport, handle, store, and protect products. Deliver paint materials in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and/or reducing. Store paint materials at minimum ambient temperature of 45°F and a maximum of 90°F, in ventilated area, and as required by manufacturer's published instructions. Prevent fire hazards and spontaneous combustion.

**Construction Requirements**

**Steel Doors and Frames**

Examination:

Verify that field measurements, surfaces, and conditions are as required, and ready to receive Work. Report in writing to Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Department.

Installation:

Install frames in accordance with SDI-105. Install doors in accordance with DHI. Install doors in accordance with manufacturer's published instructions, of size, and at locations indicated. Coordinate with adjacent wall construction for anchor placement. Field paint doors and frames as specified in the Painting Section. The frame is to be mounted to the studding in such a manner to prevent a spreading of the frame from the studs of less than ½-inch.

Construction:

Interface with Other Work:

1. Coordinate frame installation with size, location, and installation.
2. Coordinate with door opening construction, doorframe, and door hardware installation.  
Site Tolerances: Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

Field Quality Control:

Inspect metal door and frame installation, alignment, attachment to structure, and operation.

Adjusting and Cleaning:

Adjust hardware for smooth and balanced door movement. Cleaning installed Work.

Submittal Procedures:

Product Data: Indicate door materials, gauges, configurations, and location of cutouts hardware reinforcement, and finish. Shop Drawings: Indicate door elevations, internal reinforcement, and closure method. Assurance/Control Submittals, Certificates: Manufacturer certificate indicating that Products meet or exceed specified requirements.

Hardware

Application:

Fasteners: Furnish hardware complete with all screws, through bolts and other fasteners attachment of hardware. Hardware installer shall drill pilot holes where necessary for all screws. Repair or replace doors, panels or other material damaged by hardware installation. Mountings Heights: Handle/lock sets 38" from centerline handle to finished floor. Hardware supplier to inspect completed installation and list, in writing, all hardware installation deficiencies. Submit copy to Engineer.

Adjusting and Checking: Hardware supplier shall assist Contractor in adjusting and checking installation of finish hardware. Check, test and adjust moving parts prior to date of substantial completion. Furnish to Department special tools required to adjust and maintain hardware.

Hardware Schedule: Hardware sets as per Door & Hardware Schedule, located on Sheet 5 of 12 of the Contract Drawings, and as supplemented by this section.

Submittal Procedures:

Submit the following:

1. Manufacturer's Literature:
  - a. Furnish manufacturer's specifications.
  - b. Maintenance and keying manuals and installation instructions for each item of finish hardware.
  - c. Photographs, catalog cuts and other data.
2. Hardware Schedule: Prepare complete schedule of items proposed for each opening and miscellaneous accessory items; indicate name of manufacturer after each item.
3. Submit to Engineer for review within 30 days after award of Contract.

Templates: Provide templates, accepted hardware schedule and other related information to suppliers of hollow metal doors and frames in a timely manner.

Gypsum Board

Examination:

Verify that site conditions are ready to receive work. Opening dimensions are to match the requirements of manufacturers for the items interfacing with wall. In the event of any discrepancies between manufacturers required opening dimensions and dimensions as shown on the Contract Drawings, the manufacturers required opening dimensions shall prevail.

Gypsum Board Installation:

Single layer:

1. Apply face out with long dimension horizontal.
2. All abutting ends and edges shall occur over studs.
3. Joints on opposite sides of a partition shall occur on different studs.
4. Joints at openings shall be located so no end joint will align with edges of openings.
5. Fasteners shall be located 3/8-inch minimum to 1/2-inch maximum from edges and ends of wallboard.
6. Fasteners shall be a maximum of 8 inches o.c. on walls.

Fire Rated Construction: Conform to UL design requirements for the stated assemblies.

Install gypsum board in accordance with manufacturer's instructions.

Place corner beads at external corners. Place edge trim where gypsum board abuts dissimilar materials. Use longest length practical.

Install backing board over metal studs in accordance with manufacturer's instructions.

Joint Treatment: Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes. Feather coats onto adjoining surfaces so that camber is maximum 1/16-inch. Tape joints and corners of cementitious backing board.

Tolerances: Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

Drywall Type Usage: Fire rated: All locations.

Submittals: Product Data: Provide data on metal framing, gypsum board, joint tape, and cementitious backing board. Indicate items to be provided.

Painting

The primary color scheme for walls shall be as approved by the Department. The Contractor shall provide a color scheme with samples to the Department for approval.

Cleaning:

All work shall be conducted so as to allow continuous and uninterrupted operation of Communication Center. As work proceeds and upon completion, promptly remove paint where spilled, splashed, or spattered. During progress of work keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, and debris. Collect waste, cloths, and material, which may constitute a fire hazard, place in closed metal containers and remove daily from site. Upon completion of work leave premises neat and clean.

Protection:

Protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.

Schedule of Items to be Painted:

Painted finishes shall be provided for, but not limited to, the following items. Refer to Drawings and Paint Color Schedule at end of this Section for designated finishes and colors of areas.

1. All interior surfaces as scheduled on Drawings including, but not limited to:
  - a. Hollow metal doors and frames.
  - b. Metal opening frames and trim.
  - e. Gypsum wallboard.
  - f. Aluminum Guardrail, if not pre-finished by manufacturer.
  - i. Exposed wood trim.
  - o. Mechanical grilles, registers, and diffusers if not pre-finished by manufacturer.

Do not paint the following Items:

1. Pre-finished items, such as acoustical ceiling materials, mechanical, and electrical equipment, unless touch-up paint is required. Use touch-up paint furnished by manufacturer.
3. UL, FM, and other code-required labels.
4. Equipment identification, performance rating, and nameplates.

Painting and Finishing Schedule:

Interior Paint Systems:

1. Department specified Interior Gypsum Wallboard painting.
2. Interior Metal:
  - a. 2 coats Alkyd Satin
3. Interior Wood (painted):
  - a. 1 coat Enamel Undercoat
  - b. 2 coats Alkyd Semi-Satin Enamel

Site Conditions:

Environmental Requirements:

1. All existing drywall surfaces in Communication Room are to be prepared for new treatment, including priming, patching and sanding as required.
2. Apply paint finishes only when moisture content of surfaces is within manufacturer's acceptable ranges for type of finish being applied.

3. Surface temperatures or surrounding air temperature to be above 40°F before applying alkyd finishes, above 45°F for interior latex, and 50 degrees F for exterior latex work. Minimum for varnish and transparent finishes is 65°F.
3. Provide continuous ventilation and heating facilities to maintain temperatures above 45°F for 24 hours prior to, during and 48 hours after application of finishes.
4. Do not apply paint in areas where dust is being generated.
5. Provide lighting level in areas being painted of 80-foot candles measured mid-height at substrate surface.

Maintenance:

Extra Materials:

1. Provide one gallon of each color, type and sheen to Department.
2. Label each container with color, type, texture, and room locations, in addition to the manufacturer's label.

Submittals:

Procedures for Submittals:

1. Product Data: Submit product data for each type of paint specified.
  - a. Technical data sheets indicating manufacturer's catalog number, paint type description, and VOC content.
  - b. Painting Schedule listing surfaces to be painted with cross-reference to the specific painting and finishing system and application. Identify each paint material by manufacturer's catalog number and general classification.
2. Samples: Submit color brush-out sample for each paint color and sheen specified.
  - a. Three samples on 8½-inch x 11-inch card stock for color and sheen verification.
  - b. Identify each sample by paint manufacturer, paint type, color, and sheen.
3. Assurance/Control Submittals:
  - a. Test Reports: Submit manufacturer's Material Safety Data Sheets (MSDS) for each paint type specified.
  - b. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
  - c. Qualification Documentation: Submit applicator documentation of experience indicating compliance with specified qualification requirements.

**Method of Measurement:** Paint and Drywall Work shall be measured for payment on a lump sum basis for all equipment and components specified herein.

**Basis of Payment:** This item shall be paid for at the contract Lump Sum price for DRYWALL AND PAINTING WORK which price shall include all equipment, material, testing, documentation and labor detailed in the contract documents.

## **MAINTENANCE OF EXISTING INTERIOR LIGHT FIXTURES**

This work shall consist of cleaning and re-lamping existing recessed interior light fixtures located in the IDOT District 4 Communications Center.

The types and quantities of fixtures are listed below:

### Indirect Fluorescent Light Fixtures

1' x 4' Fluorescent Light Fixture (1 Lamp, Twin Tube, 50 Watt) – Qty. 6  
Model: Alera Lumio Lum 14-1-50TT G-MPO-EBTT-120V-FK14 (Dimmable)  
Lamp Type: 50TT, 50 Watt, Twin Tube Compact Fluorecent, 3500K Color Temperature, 85 CRI, Rapid Start, 20,000 Hour Average Life

2' x 4' Fluorescent Light Fixture (2 Lamp, Twin Tube, 40 Watt) – Qty. 10  
Model: Alera Lumio Lum 24-2-40TT G-MPO-EBTT-120V-FK24 (Dimmable)  
Lamp Type: 40TT, 40 Watt, Twin Tube Compact Fluorecent, 3500K Color Temperature, 85 CRI, Rapid Start, 20,000 Hour Average Life

All light fixtures are equipped with perforated metal light baskets with an opal acrylic overlay for shielding the light source.

The Contractor shall verify the existing fixture and lamp types prior to ordering materials. The Contractor shall submit catalog cut sheets for all materials used in accordance with the Standard Specifications.

The Contractor shall perform the following work:

- Thoroughly clean the inside of each light fixture by removing all dust and dirt from the outside and inside of the fixture
- Thoroughly clean the light fixture shield by removing all dust and dirt from the outside and inside of the grill.
- Remove all lamps and dispose of them by recycling them at a certified recycling center.
- Furnish and install new lamps in each light fixture.
- Furnish and deliver twelve spare 40TT 40 Watt lamps to the Department for future use.
- Furnish and deliver twelve spare 50 TT 50 Watt lamps to the Department for future use.

When installing the lamp(s) or performing any activity that requires opening the optical reflector assembly, care shall be exercised to avoid touching the reflector or allowing contaminants to enter the assembly. Each lamp shall be free of dirt, smudges, etc. The Contractor shall use a mild soap or non-abrasive detergent, containing no chlorinated or aromatic hydrocarbons, to clean the light fixture shield to prevent damage to the assembly.

The Contractor shall be responsible for relocating any furniture or items that are in the way of servicing the light fixtures.

Any repair of existing light fixtures will be paid for separately as extra work in accordance with Article 109.04 Payment for Extra Work.

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for MAINTENANCE OF EXISTING INTERIOR LIGHT FIXTURES which price shall be payment in full for all labor, materials, and equipment required to clean and re-lamp the existing interior light fixtures as described above.

## **REPLACE RAISED FLOOR CARPET TILING**

This work shall consist of removing the existing raised floor carpet tiles and installing new carpet tiles. in the IDOT District 4 Communications Center.

The existing access floor system consists of the following:

- Manufacturer: Tate Access Floors
- Type: ConCore CC1000, 24" Panel with Posilock/Cornerlock
- Carpet Type: PosiTile Carpet Tiles, 24" L x 24" W

### **Materials**

The proposed carpet tiles shall be PosiTile ESD and shall meet or exceed the following minimum specifications:

Anti-Static: The carpet tiles shall absorb static electricity and safely pass the charge from the surface through the conductive backing and adhesive to the flooring sub-system to ground.

Positioning Mechanism: The carpet tile shall be equipped with four ultrasonically welded positioning buttons for a one to one carpet to panel alignment.

Positioning Mechanism Rolling Load: Rolling load 400 lbs. at 10,000 passes

Size: 24" x 24"

Backing Systems: 100% thermoplastic polyolefin compound with a high performance pre-coat and a reinforcing layer

Environmental: 100% PVC free, low VOC content, meets CRI Green Label and Green Label Plus requirements, contains 40% recycled content

Sound Absorption: ASTM C423-90: Noise reduction coefficient, NRC > .25

Flammability: ASTM E-648 NFPA253;NBSIR75-950 Flooring Radiant Panel-Class1 (3.45W/cm2) ASTM E-662 NFPA258 NBS Smoke Density- Less than 450

Construction: Textured loop

Yarn Weight: 24 oz./sq.yd., 20 lb. tuft bind

Total Weight: 95 oz./sq.yd.

Stitches per Inch: 11/in.

Average Density: 7,579 oz./cu.yd.

Average Pile Height: 0.114" [2.9 mm]

Gauge: 1/10 [39.37/10 cm]

Fiber: Premium Branded Solution Dyed ECO Solution Q Nylon

Warranty: 10-Year

Proposed carpet tiles shall be compatible with the existing access floor system. Each carpet tile shall utilize four precisely located positioning buttons that engage into the four positioning location holes located within the top surface of the access floor panel.

The carpet tile shall be equipped with a durable backing to maintain dimensional stability, and hold the carpet tile flat without adhesives. The use of adhesives to secure the carpet tiles to the floor panels shall not be permitted on the installation except where the carpet is cut and more than two positioners are removed.

The primary color scheme for carpeting shall be as directed and approved by the Engineer. The Contractor shall provide the Engineer with samples of selected finish materials including color, pattern, and surface texture for consideration before ordering and purchasing any carpeting.

### **Construction Requirements**

#### **General**

The Contractor shall submit shop drawings for review and approval by the Engineer. The Contractor shall also deliver, store, and handle as well as protect the products that are being supplied. In addition, the Contractor shall provide manufacturer's certificates stating that the products meet or exceed specified requirements.

The Contractor shall verify all field measurements, surfaces, and conditions prior to ordering material.

The Contractor shall remove the existing carpet tiles and dispose of them from the job site.

The Contractor shall install the carpet tiles in accordance with manufacturer's published instructions. The Contractor shall neatly cut carpet tiles to accommodate existing electrical outlet and network panels and other openings in the access floor panels.

The Contractor shall move and relocate existing furniture and other items as needed to facilitate installation of the proposed carpet tiles.

The Contractor shall remove the existing carpeting from the ramp and landing and install new carpeting. The carpet for the ramp and landing does not have to be equipped with positioning buttons.

The Contractor shall furnish and deliver twenty-four spare carpet tiles to the Department for future use.

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for REPLACE RAISED FLOOR CARPET TILING which price shall be payment in full for all labor, materials, and equipment required to remove the existing carpet tiles and furnish and install new carpet tiles as described above.

### **LCD MONITOR**

The Contractor shall furnish and install a commercial grade LCD Monitor at the IDOT District 4 headquarters in Peoria.

The Contractor shall provide mounting brackets, hardware, cable raceway, and all other items required to install the monitor onto an existing wall and to conceal the power cords and video cables.

The monitor shall be a LG Electronics Model 42WL10MS-B 42 inch commercial grade HD capable monitor or approved equal that meets or exceeds the following minimum specifications:

### PANEL

- |                        |                     |
|------------------------|---------------------|
| LCD Panel Type:        | • 42" class         |
| Type Display Area:     | • 42.0" diagonal    |
| Aspect Ratio:          | • 16 : 9            |
| Native Resolution:     | • 1920 x 1080 (FHD) |
| Pixels (H x V x 3):    | • 6,220,800         |
| Brightness:            | • 400 cd/m2         |
| Contrast Ratio:        | • 1,000:1           |
| Color Gamut:           | • 68%               |
| Viewing Angle (H x V): | • 178° x 178°       |
| Color Depth:           | • 1.06 Billion      |
| Response Time:         | • 6ms (G to G)      |

Surface Treatment: • Hard Coating (3H) Anti-glare

VIDEO

Max Input Resolution: • 1920 x 1080 @ 60Hz (RGB, HDMI/DVI)

Recommended Resolution: • 1920 x 1080 @ 60Hz (RGB, HDMI/DVI)

H-Scanning Frequency: • 30 ~ 68kHz (RGB, HDMI/DVI)

V-Scanning Frequency: • 56 ~ 75 Hz (RGB), 60 Hz (HDMI/DVI)

Pixel Frequency: • 148.5 MHz ( RGB, HDMI/DVI)

Sync Compatibility: • Separate/Composite/Digital

Video Input: • RGB, HDMI, DVI-D

Picture mode: • Vivid/Standard/Cinema/Sports/Game

Color temperature: • Warm/Medium/Cool

REAR INPUTS

PC Input via 15-Pin Sub "D": • Yes, 1/1

Composite Video Input/Output: • Yes, 1/1

Audio Output: • Yes

Audio Inputs: • Yes, 2Plus PC Sound

HDTV Formats: • Component: 720p/1080i/1080p, HDMI :720p/1080i/1080p

USB: • Yes

External Speaker Out: • Yes

External Control • RS232C, IR

AUDIO

Balance: • Yes

Audio Power: • 20W(10W x 2)

•

- Speaker On/off: • Yes
- Clear Voice II: • Yes
- Sound mode: • Standard/Music/Cinema/Sports/Game

### SPECIAL FEATURES

- New Temperature Sensor: • Yes
- Split Zoom (Self Video Wall, Max 5 x 5): • Yes, supports natural mode
- Source Selection: • HDMI, DVI-D, RGB, Component, USB
- Advanced: • Dynamic Contrast, Dynamic Color, Clear White, Skin Color, Noise Reduction, Digital Noise Reduction, Gamma, Black Level
- Brightness/Contrast/Backlight: • Yes
- Position/Size: • Yes
- Auto Config/Phase: • Yes
- Language: • English, French, German, Spanish, Italian, Korean, Chinese(Simplified), Chinese(Original), Portuguese(Brazil), Swedish, Finnish, Norwegian, Danish, Japanese, Russian, Portuguese(Europe), Dutch, Czech, Greek
- Advanced: • Color Temp, Dynamic Contrast, Dynamic Color, Clear White, Skin Color, Noise Reduction, Gamma, Black Level
- Time: • Clock/On/off Time/Sleep Timer/AutoOff/Power On Delay/Automatic Standby
- Information Display: • Model/Type, Software Version, Serial Number, IP Address, MAC Address, Homepage
- Input Label: • Yes
- Auto Power/Source Memory: • Yes
- Key Lock: • Yes
- DPM Select: • Yes

- Yes, Level1/Level2/Level3
- Energy Saving:
- Yes
- Power Indicator On/Off:
- Yes
- Logo Light On/Off:
- Yes

- Yes
- File Play with USB:

### CABINET

- Black
- Color:

- 14.8mm
- Bezel Width:

- 37.9" x 22.0" x 3.0"
- Monitor Dimension (WxHxD):

- 28.2 lbs
- Monitor Weight:

- 200mm x 200mm
- Wall Mount Interface:

### POWER

- 100-240V~, 50/60Hz
- Power Supply:

- Built-in Power
- Power Type:

- Yes
- Power Switch:

- Normal 90 W
- Power Consumption:

### STANDARD (CERTIFICATIONS)

- UL/c-UL/CB scheme/TUV
- Safety:

- FCC Class "A"/VCCI/C-tick/CE/ KCC
- EMC

- Yes/Yes
- ErP / ENERGY STAR 5.0:

### SERVICE/LIMITED WARRANTY

- 3 Years (parts/labor)
- Warranty:

### ACCESSORIES

- Power Cord
- Included Accessories:

Basis of Payment: This work will be paid for at the contract unit price per Each for LCD MONITOR which price shall be payment in full for all labor, materials, and equipment required to provide the LCD Monitor and accessories described above and install it at the District 4 headquarters.

## COMPUTER WORKSTATION

The Contractor shall furnish a computer workstation (material only) and deliver it to the Department.

The workstation shall be a HP ProDesk 400 G1 Microtower Desktop PC or approved equal that meets or exceeds the following minimum specifications:

- Form Factor: Microtower
- Operating System: Windows 7 Professional 64 bit (with latest service pack)
- Hard disk: 1 TB Serial ATA, 3.5", 6.0 Gb/s, (7200 rpm) or better.
- Motherboard:
  - A single Intel Core i7-4770 processor (3.4 GHz CPU with 8 MB cache, 4 cores, 8 threads) shall be provided.
  - Serial ATA 3.0 controller, 6.0 Gb/s, four channel
  - The following ports shall be provided:
    - PS/2 keyboard connector
    - PS/2 mouse connector
    - RJ-45 10/100/1000 NIC connector
    - Two USB 3.0 ports
    - Six USB 2.0 ports
    - 1/8-inch Audio line-in miniature audio jack
    - 1/8-inch Audio line-out miniature audio jack
    - 1.8-inch Audio microphone-in miniature audio jack
    - 1/8-inch Audio headphone-out miniature audio jack
    - VGA Video port
    - DVI-D Video port
  - One full height PCI Express x16 Graphics Slot
  - Three full height PCI Express x 1
  - Drive bays: one external 5.25" half-height drive bay, one external 3.5" drive bay, two internal 3.5" drive bays
- Memory: Minimum of 8 GB (1x8GB DIMM) of 1600 MHz dual channel DDR3-1600 RAM memory (expandable to 16 GB min). At least one memory bank shall remain open for future expansion. A total of two slots shall be provided.

- Optical Drive: 16X double-layer multi-format DVD±/R±/RW/CD-R/RW (Super-multi Drive), SATA, with software
- Video Card: PCIe x 16 2.0 GB SDRAM RAM Video card with Dual Monitor Support (includes adapters for DVI-D monitor connections) (NVIDIA GeForce GT630 or equivalent)
- Pointing Device: A 3-button, USB laser wheel mouse shall be supplied
- Network Interface: The workstation shall be supplied with an Integrated Network Interface Card (NIC) supporting 10/100/1000 MB/s and using 32-bit PCI bus-mastering technology. The card shall have a UTP (RJ-45) connector. The card shall be compliant with PCI local bus specification 2.0 and IEEE 802.3 for Ethernet.
- Warranty: Three-year on-site parts and labor including 24/7 telephone technical support
- Recovery Media: Driver, Application Software, and Operating System Installation and/or recovery media (CD or DVD) shall be included

Basis of Payment: This work will be paid for at the contract unit price per each for COMPUTER WORKSTATION which price shall be payment in full for all labor, materials, and equipment required to furnish the computer workstation and accessories described above and deliver it to the Department.

### **TABLET, 8" SCREEN (MATERIAL ONLY)**

The Contractor shall furnish a tablet (material only) and deliver it to the Department.

The workstation shall be a Samsung Galaxy Pro 8.4 tablet with 16GB of storage and HDMI Adapter or approved equal that meets or exceeds the following minimum specifications:

Form Factor:

- Touchscreen TFT

Screen Size:

- 8.4" (Measured Diagonally)

OS:

- Android™ KitKat 4.4

Weight:

- 11.67 Oz

Product Dimensions:

- 6.1" x 8.62" x 0.28"

Camera:

- Camera resolution (Front): 2.0 Megapixel
- Camera resolution (Rear): 8.0 Megapixel with Flash

Digital Optical Zoom:

- 4x Digital

Features:

- Auto Focus, Dual-Camera, Dual-Recording, Geo-Tagging, HD Playback, HD Recording, LED Flash, Online Image Uploading, Photo Editing, Sharing Capabilities: Bluetooth, Dropbox Email, e-Meeting, Flipboard, Gmail, Google+, Google Drive, Hangouts, Photos, Remote PC; Shot Modes: Auto, Sports, Panorama, Eraser, Richtone, Drama, Sound&shot, Best face, Best Photo, Beauty face; Video, Video Editing, Zero Shutter Lag

Battery:

- Battery Type and Size: 5.3 Volt, Lithium Ion, 4800 mAh

Memory:

- Internal Memory: 2 RAM, 16 ROM (Portion of memory occupied by existing content)
- External Memory/microSD™ Capacity: Up to 64 GB

SDHC/SHD SD Card:

- Built-in microSD™ Card Slot to Add Storage or Transfer Files

Connectivity:

- Features: Bluetooth® Profiles: A2DP, AVRCP, DI, HID, HOGP, HSP, OPP, PAN; MHL Support
- Wi-Fi: Dual-Band Wi-Fi 802.11 a/b/g/n/ac
- USB: USB 3.0
- Bluetooth: 4.0 LE

CPU:

- Processor Speed, Type: 2.3 GHz Quad Core Processor (2GB RAM)

Display:

- Main Display Resolution: 2560 x 1600 Pixel, 359 ppi
- Main Display Size: 8.4"
- Main Display Technology: WQXGA scLCD

Features:

- GPS Navigation: Yes

Audio:

- Features: Audio Streaming; Compatible Music Files: MP3, AAC/AAC+/eAAC+, WMA, AMR-NB/WB, FLAC, Vorbis(OGG), WAV; MP3/MP4/Music Tones; Music Player

Video:

- Features: Compatible Video Files: MP4, M4V, 3GP, 3G2, WMV, ASF, AVI, FLV, MKV, WEBM, TS; Video Player; Video Streaming

Business & Office:

- Features: Enterprise-Ready, Corporate E-mail/Calendar/Contacts, Microsoft® Office-compatible, Mobile Device Management, On-Device Encryption (ODE), SAFE with KNOX, Virtual Private Network, e-Meeting, WebEx, and Remote PC

Messaging Options:

- Features: Email

Sensor Type:

- Type: Accelerometer; Gyroscope

Included Accessories:

- Samsung Galaxy HDMI Adapter (supports HD signals up to 1080P)
- Charger

Basis of Payment: This work will be paid for at the contract unit price per Each for TABLET, 8" SCREEN which price shall be payment in full for all labor, materials, and equipment required to furnish the tablet and accessories described above and deliver it to the Department.

## **ETHERNET SWITCH, LAYER 3, 48 PORTS (MATERIAL ONLY)**

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

The Ethernet switch shall be an Extreme Networks Summit X460-48t equipped with dual 300W power supplies, and Extreme Advanced Core software license that meets the following specifications:

### General Specifications

#### Switching Throughput:

- Bandwidth, Gbps: non-blocking
- 328 Gbps Aggregated Switch Fabric Bandwidth Capacity
- Less than 4ms latency
- 128 load sharing trunks, up to 8 members per trunk

#### Forwarding Rate:

- 166.7 Mpps million packets/second
- Max Packet Size: 9216 byte (Jumbo Frame)

#### Ports:

- 48 RJ-45 10/100/1000BASE-T with auto-speed and auto polarity
- 4 SFP (mini-GBIC)
- 1 Serial Port (control port)
- 1 10/100BASE-T out-of-band management port
- Maximum Active GBE Ports : 52
- Maximum Active 10GBE Ports : 6

#### Expansion:

- Stack Port: Yes
- Expansion Slots: 6
- Expansion Slot Type: SFP, Stacking Module

#### General:

- Number of QoS queues/port: 8
- Number of VLANs: 4096
- VLAN Types: Port, IEEE 802.1Q, and MAC-based Number of ACL Rules/lines: 3072 (can be applied to either ingress or egress)
- Less than 4 mms latency (64-byte)
- 128 Load Sharing Trunks, up to 8 Memembers per Trunk

Forwarding Tables:

- Layer 2/MAC addresses: 32K
- Layer 3 IPv4 LPM Entries: 12K
- Layer 3 IPv6 LPM Entries: 6K
- Layer 3 Interfaces: 512
- OSPF External Routes:>100K

CPU and Memory:

- 64-bit MIPS Processor, 600 MHz clock
- 1GB ECC DRAM
- 1GB Compact Flash
- USB port for external USB flash

Rate Limiting:

- 4.096 ingress bandwidth meters
- Ingress bandwidth policing/rate limiting: packets are classified after Ingress into flows using ACLs and a rate limiter is assigned to a given flow
- 8 QoS egress/queues per port
- Rate Limiting Granularity: 8Kbps

Physical Specifications:

- Height: 1RU 1.73 inches/4.4 cm (Nominal)
- Width: 17.4 inches/44.1 cm (Nominal)
- Depth: 17.0 inches/43.2 cm (Nominal)
- Weight: 13.6lbs/6.15kg
- Operating Temperature Range - 0°C to 45°C (32°F to 113°F)
- Storage Temperature Range - Degrees/Degrees Celsius: -40°C to +70°C (-40°F to 158°F)
- Humidity Range: 10-95% (RH) non-condensing
- Altitude: 0 – 3,000 meters (9850 feet)
- Shock (half sine): 30 m/s<sup>2</sup> (3G), 11 ms, 60 shocks
- Random Vibration: 3 – 500 Hz at 1.5G rms

Power:

- Min Voltage/Associated Current: 85VAC/4A
- Max Voltage/Associated Current: 264VAC/2A
- Heat Dissipation, 105 Watts Minimum (359 BTU/hr), 129 Watts Maximum (443BTU/hr)

Acoustic:

- 43.3 dB Fan Noise, 63.9 dB Acoustic Noise

Management Features:

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

Software Features

(Refer to section titled ETHERNET SWITCH SOFTWARE SUPPORTED PROTOCOLS AND STANDARDS for a complete listing of required protocol and standard support)

QOS:

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

Routing:

- RIP v1/v2
- OSPF v2

Multicast:

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

Security:

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

Resiliency:

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

Extensibility and Scalability:

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

Environmental Specifications:

- EN/ETSI 300 019-2-1 v2.1.2 – Class 1.2 Storage
- EN/ETSI 300 019-2-2 v2.1.2 – Class 2.3 Transportation
- EN/ETSI 300 019-2-3 v2.1.2 – Class 3.1e Operational
- EN/ETSI 300 753 (1997-10) – Acoustic Noise
- ASTM D3580 Random Vibration Unpackaged 1.5G

Telecom Standards:

- ETSI EN 300 386:2001 (EMC Telecommunications)
- ETSI EN 300 019 (Environmental for Telecommunications)
- NEBS Level 3 compliant to portions of GR-1089 Issue 4 and GR-63 Issue 3 as defined in SR3580 with exception to filter requirement
- MEF 9 compliant
- MEF 14 compliant
- IEEE 802.3 Media Access Standards
- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-X
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3at PoE Plus

Warranty:

- Limited Lifetime with Express Advanced Hardware Replacement

Basis of Payment: This work will be paid for at the contract unit price per Each for ETHERNET SWITCH, LAYER 3, 48 PORTS (MATERIAL ONLY) which price shall be payment in full for all labor, materials, and equipment required to furnish the Ethernet switch described above complete with software, and accessories and deliver it to the Department.

## **ETHERNET SWITCH, LAYER 3, 24 PORTS (MATERIAL ONLY)**

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

The Ethernet switch shall be an Extreme Networks Summit X460-24t equipped Extreme Advanced Core software license that meets the following specifications:

### General Specifications

#### Switching Throughput:

- Bandwidth, Gbps: non-blocking
- 176 Gbps Aggregated Switch Fabric Bandwidth Capacity
- Less than 4ms latency
- 128 load sharing trunks, up to 8 members per trunk

#### Forwarding Rate:

- 130.9 Mpps million packets/second
- Max Packet Size: 9216 byte (Jumbo Frame)

#### Ports:

- 24 RJ-45 10/100/1000BASE-T with auto-speed and auto polarity
- 4 SFP (mini-GBIC)
- 1 Serial Port (control port)
- 1 10/100BASE-T out-of-band management port
- Maximum Active GBE Ports: 28
- Maximum Active 10GBE Ports: 6

#### Expansion:

- Stack Port: Yes
- Expansion Slots: 6
- Expansion Slot Type: SFP, Stacking Module

#### General:

- Number of QoS queues/port: 8
- Number of VLANs: 4096
- VLAN Types: Port, IEEE 802.1Q, and MAC-based Number of ACL Rules/lines: 3072 (can be applied to either ingress or egress)
- Less than 4 mms latency (64-byte)
- 128 Load Sharing Trunks, up to 8 Memembers per Trunk

Forwarding Tables:

- Layer 2/MAC addresses: 32K
- Layer 3 IPv4 LPM Entries: 12K
- Layer 3 IPv6 LPM Entries: 6K
- Layer 3 Interfaces: 512
- OSPF External Routes:>100K

CPU and Memory:

- 64-bit MIPS Processor, 600 MHz clock
- 1GB ECC DRAM
- 1GB Compact Flash
- USB port for external USB flash

Rate Limiting:

- 4.096 ingress bandwidth meters
- Ingress bandwidth policing/rate limiting: packets are classified after Ingress into flows using ACLs and a rate limiter is assigned to a given flow
- 8 QoS egress/queues per port
- Rate Limiting Granularity: 8Kbps

Physical Specifications:

- Height: 1RU 1.73 inches/4.4 cm (Nominal)
- Width: 17.4 inches/44.1 cm (Nominal)
- Depth: 17.0 inches/43.2 cm (Nominal)
- Weight: 12.8lbs/5.81kg
- Operating Temperature Range - 0°C to 45°C (32°F to 113°F)
- Storage Temperature Range - Degrees/Degrees Celsius: -40°C to +70°C (-40°F to 158°F)
- Humidity Range: 10-95% (RH) non-condensing
- Altitude: 0 – 3,000 meters (9850 feet)
- Shock (half sine): 30 m/s<sup>2</sup> (3G), 11 ms, 60 shocks
- Random Vibration: 3 – 500 Hz at 1.5G rms

Power:

- Min Voltage/Associated Current: 85VAC/4A
- Max Voltage/Associated Current: 264VAC/2A
- Heat Dissipation, 105 Watts Minimum (359 BTU/hr), 129 Watts Maximum (443BTU/hr)

Acoustic:

- 43.3 dB Fan Noise, 63.0 dB Acoustic Noise

Management Features:

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

Software Features

(Refer to section titled ETHERNET SWITCH SOFTWARE SUPPORTED PROTOCOLS AND STANDARDS for a complete listing of required protocol and standard support)

QOS:

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

Routing:

- RIP v1/v2
- OSPF v2

Multicast:

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

Security:

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

Resiliency:

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

Extensibility and Scalability:

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

Environmental Specifications:

- EN/ETSI 300 019-2-1 v2.1.2 – Class 1.2 Storage
- EN/ETSI 300 019-2-2 v2.1.2 – Class 2.3 Transportation
- EN/ETSI 300 019-2-3 v2.1.2 – Class 3.1e Operational
- EN/ETSI 300 753 (1997-10) – Acoustic Noise
- ASTM D3580 Random Vibration Unpackaged 1.5G

Telecom Standards:

- ETSI EN 300 386:2001 (EMC Telecommunications)
- ETSI EN 300 019 (Environmental for Telecommunications)
- NEBS Level 3 compliant to portions of GR-1089 Issue 4 and GR-63 Issue 3 as defined in SR3580 with exception to filter requirement
- MEF 9 compliant
- MEF 14 compliant
- IEEE 802.3 Media Access Standards
- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-X
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3at PoE Plus

Warranty:

- Limited Lifetime with Express Advanced Hardware Replacement

Basis of Payment: This work will be paid for at the contract unit price per Each for ETHERNET SWITCH, LAYER 3, 24 PORTS (MATERIAL ONLY) which price shall be payment in full for all labor, materials, and equipment required to furnish the Ethernet switch described above complete with software, and accessories and deliver it to the Department.

## **ETHERNET SWITCH, LAYER 3, 24 FIBER PORTS (MATERIAL ONLY)**

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

The Ethernet switch shall be an Extreme Networks Summit X460-24X equipped Extreme Advanced Core software license and a one year software and TAC support agreement that meets the following specifications:

### General Specifications

#### Switching Throughput:

- Bandwidth, Gbps: non-blocking
- 176 Gbps Aggregated Switch Fabric Bandwidth Capacity
- Less than 4ms latency
- 128 load sharing trunks, up to 8 members per trunk

#### Forwarding Rate:

- 130.9 Mpps million packets/second
- Max Packet Size: 9216 byte (Jumbo Frame)

#### Ports:

- 24 100/1000BASE-X unpopulated SFP
- 8 port 10/100/1000BASE-T (4 10/100/1000BASE-T ports shared with SFP ports)
- 4 SFP (mini-GBIC)
- 1 Serial Port (control port)
- 1 10/100BASE-T out-of-band management port
- Maximum Active GBE Ports: 28
- Maximum Active 10GBE Ports: 6

#### Expansion:

- Stack Port: Yes
- Expansion Slots: 6
- Expansion Slot Type: SFP, Stacking Module

#### General:

- Number of QoS queues/port: 8
- Number of VLANs: 4096
- VLAN Types: Port, IEEE 802.1Q, and MAC-based Number of ACL Rules/lines: 3072 (can be applied to either ingress or egress)
- Less than 4 mms latency (64-byte)
- 128 Load Sharing Trunks, up to 8 Memebers per Trunk

Forwarding Tables:

- Layer 2/MAC addresses: 32K
- Layer 3 IPv4 LPM Entries: 12K
- Layer 3 IPv6 LPM Entries: 6K
- Layer 3 Interfaces: 512
- OSPF External Routes:>100K

CPU and Memory:

- 64-bit MIPS Processor, 600 MHz clock
- 1GB ECC DRAM
- 1GB Compact Flash
- USB port for external USB flash

Rate Limiting:

- 4.096 ingress bandwidth meters
- Ingress bandwidth policing/rate limiting: packets are classified after Ingress into flows using ACLs and a rate limiter is assigned to a given flow
- 8 QoS egress/queues per port
- Rate Limiting Granularity: 8Kbps

Physical Specifications:

- Height: 1RU 1.73 inches/4.4 cm (Nominal)
- Width: 17.4 inches/44.1 cm (Nominal)
- Depth: 17.0 inches/43.2 cm (Nominal)
- Weight: 13.2lbs/6.01kg
- Operating Temperature Range - 0°C to 45°C (32°F to 113°F)
- Storage Temperature Range - Degrees/Degrees Celsius: -40°C to +70°C (-40°F to 158°F)
- Humidity Range: 10-95% (RH) non-condensing
- Altitude: 0 – 3,000 meters (9850 feet)
- Shock (half sine): 30 m/s<sup>2</sup> (3G), 11 ms, 60 shocks
- Random Vibration: 3 – 500 Hz at 1.5G rms

Power:

- Min Voltage/Associated Current: 85VAC/4A
- Max Voltage/Associated Current: 264VAC/2A
- Heat Dissipation, 90 Watts Minimum (304 BTU/hr), 107 Watts Maximum (365 BTU/hr)

Acoustic:

- 43.3 dB Fan Noise, 63.0 dB Acoustic Noise

Management Features:

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

Software Features

(Refer to section titled ETHERNET SWITCH SOFTWARE SUPPORTED PROTOCOLS AND STANDARDS for a complete listing of required protocol and standard support)

QOS:

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

Routing:

- RIP v1/v2
- OSPF v2

Multicast:

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

Security:

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

Resiliency:

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

Extensibility and Scalability:

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

Environmental Specifications:

- EN/ETSI 300 019-2-1 v2.1.2 – Class 1.2 Storage
- EN/ETSI 300 019-2-2 v2.1.2 – Class 2.3 Transportation
- EN/ETSI 300 019-2-3 v2.1.2 – Class 3.1e Operational
- EN/ETSI 300 753 (1997-10) – Acoustic Noise
- ASTM D3580 Random Vibration Unpackaged 1.5G

Telecom Standards:

- ETSI EN 300 386:2001 (EMC Telecommunications)
- ETSI EN 300 019 (Environmental for Telecommunications)
- NEBS Level 3 compliant to portions of GR-1089 Issue 4 and GR-63 Issue 3 as defined in SR3580 with exception to filter requirement
- MEF 9 compliant
- MEF 14 compliant
- IEEE 802.3 Media Access Standards
- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-X
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3at PoE Plus

Software Support Agreement:

- ExtremeWorks Software and TAC – 1 Year Term
- Manufacturer Part Number: 97000-16503
- Provided Support: Phone Support
- Service Description: 24x7
- Service Duration: 1 Year
- Service Main Type: Technical
- Service Sub Type: Electronic and Physical

Warranty:

- Limited Lifetime with Express Advanced Hardware Replacement

Basis of Payment: This work will be paid for at the contract unit price per Each for ETHERNET SWITCH, LAYER 3, 24 FIBER PORTS (MATERIAL ONLY) which price shall be payment in full for all labor, materials, and equipment required to furnish the Ethernet switch described above complete with software, and accessories and deliver it to the Department.

**ETHERNET SWITCH SOFTWARE SUPPORTED PROTOCOLS AND STANDARDS**

The Ethernet switch software shall support the following protocols and standards:

Switching

- IEEE 802.1D – 1998 Spanning Tree Protocol (STP)
- IEEE 802.1D – 2004 Spanning Tree Protocol (STP and RSTP)
- IEEE 802.1w – 2001 Rapid Reconfiguration for STP, RSTP
- IEEE 802.1Q – 2003 (formerly IEEE 802.1s) Multiple Instances of STP, MSTP
- EMISTP, Extreme Multiple Instances of Spanning Tree Protocol
- PVST+, Per VLAN STP (802.1Q interoperable) Draft-ietf-bridge-rstpmib-03.txt – Definitions of Managed Objects for Bridges with Rapid Spanning Tree Protocol
- Extreme Standby Router Protocol (ESRP)
- IEEE 802.1Q – 1998 Virtual Bridged Local Area Networks
- IEEE 802.3ad Static load sharing configuration and LACP based dynamic configuration
- Software Redundant Ports
- Multi-Switch Link Aggregation Groups (M-LAG)
- IEEE 802.1AB – LLDP Link Layer Discovery Protocol
- LLDP Media Endpoint Discovery (LLDP-MED), ANSI/TIA-1057, draft 08
- Extreme Discovery Protocol (EDP)
- Cisco Discovery Protocol (CDP) v1
- Extreme Loop Recovery Protocol (ELRP)
- Extreme Link State Monitoring (ELSM)
- IEEE 802.1ag L2 Ping and traceroute, Connectivity Fault Management
- ITU-T Y.1731 Frame delay measurements
- RFC 3619 Ethernet Automatic Protection Switching (EAPS) Version 1 and Version 2
- ITU G.8032 Ethernet Ring Protection Switching

Management and Traffic Analysis

- RFC 2030 SNTP, Simple Network Time Protocol v4
- RFC 5905 1 – Network Time Protocol Version 4: Protocol and Algorithms Specification
- RFC 854 Telnet client and server
- RFC 783 TFTP Protocol (revision 2)
- RFC 951, 1542 BootP
- RFC 2131 BOOTP/DHCP relay agent and DHCP server
- RFC 3315, Dynamic Host Configuration Protocol for IPv6 (DHCPv6), Relay Functions Only with secondary IP address
- RFC 1591 DNS (client operation)

- RFC 6106, IPv6 Router Advertisement Options for DNS Configuration
- RFC 1155 Structure of Management Information (SMIv1)
- RFC 1157 SNMPv1
- RFC 1212, RFC 1213, RFC 1215 MIB-II, Ethernet-Like MIB & TRAPs
- RFC 1573 Evolution of Interface
- RFC 1650 Ethernet-Like MIB (update of RFC 1213 for SNMPv2)
- RFC 1901 to – 1908 SNMPv2c, SMIv2 and Revised MIB-II
- RFC 2576 Coexistence between SNMP Version 1, Version 2 and Version 3 of the Internet standard Network Management Framework
- RFC 2578 – 2580 SMIv2 (update to RFC 1902 – 1903)
- RFC 3410 – 3415 SNMPv3, user based security, encryption and authentication
- RFC 3416 – Protocol Operations for Version 2 of SNMP
- RFC 2418 – Management Information Base for SNMP
- RFC 3826 – The Advanced Encryption Standard (AES) Cipher Algorithm in the SNMP User-based Security Model
- IEEE 802.1AB LLDP Basic MIB, LLDP-EXT-DOT1-MIB, LLDPEXT-DOT3-MIB
- RFC 1757 RMON 4 groups: Stats, History, Alarms and Events
- RFC 2021 RMON2 (probe configuration)
- RFC 2613 SMON MIB
- RFC 2925 Ping/Traceroute MIB
- RFC 2665 – Definitions of Managed Objects for the Ethernet-like Interface types
- RFC 2668 802.3 Medium Attachment Units (MAU) MIB
- draft-ietf-hubmib-maumib-v3-02.txt
- RFC 1643 Ethernet MIB
- RFC 1493 Bridge MIB
- RFC 2096 IPv4 Forwarding Table MIB
- RFC 2737 Entity MIB v2
- RFC 3621 PoE-MIB (PoE switches only)
- PIM MIB draft-ietf-pim-mib-v2-01.txt
- IEEE-8021-PAE-MIB
- IEEE-8021x-EXTENSIONS-MIB
- EAPS MIB supports get functions
- RFC 1657 Definitions of Managed Objects for BGPv4 using SNMPv2
- IEEE 802.1ag MIB
- Secure Shell (SSH-2) client and server
- Secure Copy (SCP-2) client and server
- Secure FTP (SFTP) server sFlow version 5
- Configuration logging
- Multiple Images, Multiple Configs
- RFC 3164 BSD Syslog Protocol with Multiple Syslog Servers
- 999 Local Messages (criticals stored across reboots)
- Extreme Networks vendor MIBs (includes statistics, FDB, PoE, CPU, Memory, ACL, CLEAR-Flow etc MIBs)
- XML APIs over Telnet/SSH and HTTP/HTTPS
- Web-based device management interface – ExtremeXOS ScreenPlay
- IP Route Compression
- IPv6 Router Advertisement Filtering
- Stacking – SummitStack
- Stacking – SummitStack-V
- Stacking – SummitStack-V80

### Power Over Ethernet (POE)

- RFC 3621 Power over Ethernet MIB
- IEEE 802.3af standard

### Security, Switch, and Network Protection

- Secure Shell (SSH-2), Secure Copy (SCP-2) and SFTP client/server with encryption/authentication
- SNMPv3 user based security, with encryption/authentication
- RFC 1492 TACACS+
- RFC 2138 RADIUS Authentication
- RFC 2139 RADIUS Accounting
- RFC 3579 RADIUS EAP support for 802.1x
- RADIUS Per-command Authentication
- Access Profiles on All Routing Protocols
- Network Login – 802.1x, Web and MAC-based mechanisms
- IEEE 802.1x – 2001 Port-Based Network Access Control for Network Login
- Multiple supplicants with multiple VLANs for Network Login (all modes)
- Fallback to local authentication database (MAC and Web-based methods)
- Guest VLAN for 802.1x
- RFC 1866 HTML – used for Web-based Network Login and ExtremeXOS ScreenPlay
- SSL/TLS transport – used for Web-based Network Login and ExtremeXOS ScreenPlay
- MAC Security – Lockdown and Limit
- IP Security – RFC 3046 DHCP Option 82 with port and VLAN ID
- IP Security – Trusted DHCP Server
- Layer 2/3/4 Access Control Lists (ACLs)
- RFC 2267 Network Ingress Filtering
- RPF (Unicast Reverse Path Forwarding) Control via ACLs
- Wire-speed ACLs
- Rate Limiting/Shaping by ACLs
- IP Broadcast Forwarding Control
- ICMP and IP-Option Response Control
- SYN attack protection
- CPU DoS Protection with traffic rate-limiting to management CPU

### Security, Router Protection

- IP Security via Disable ARP Learning
- IP Security – Gratuitous ARP Protection
- IP Security – DHCP Secured ARP/ARP Validation
- Routing protocol MD5 authentication

### Security Detection and Protection

- CLEAR-Flow, threshold-based alerts and actions
- Identity Manager

### IP4 Host Services

- RFC 1122 Requirements for internal hosts – Communication Layers
- RFC 768 User Datagram Protocol (UDP)
- RFC 791 Internet Protocol (IP)
- RFC 792 Internet Control Message Protocol (ICMP)
- RFC 793 Transmission Control Protocol (TCP)
- RFC 826 Address Resolution Protocol (ARP)
- RFC 894 IP over Ethernet
- RFC 1027 Proxy ARP
- RFC 2068 HTTP server
- IGMP v1/v2/v3 Snooping with Configurable Router Registration Forwarding
- IGMP Filters
- PIM Snooping
- Static IGMP Membership
- Multicast VLAN Registration (MVR)

### IPV4 Router Services

- Static Unicast Routes
- Static Multicast Routes
- RFC 1112 IGMP v1
- RFC 2236 IGMP v2
- RFC 3376 IGMP v3
- RFC 2933 IGMP MIB
- RFC 1812 Requirements for IP Version 4 Routers
- RFC 1519 An architecture for IP Address allocation with CIDR
- RFC 1256 IPv4 ICMP Router Discovery (IRDP)
- RFC 1058 RIP v1
- RFC 2453 RIP v2
- Static ECMP
- RFC 2096 IPv4 Forwarding Table MIB
- RFC 1724 RIPv2 MIB
- RFC 2338 Virtual Router Redundancy Protocol
- RFC 3768 VRRPv2
- RFC 2787 VRRP MIB
- RFC 2328 OSPF v2 (Edge-mode)
- OSPF ECMP
- OSPF MD5 Authentication
- RFC 1587 OSPF NSSA Option
- RFC 1765 OSPF Database Overflow
- RFC 2370 OSPF Opaque LSA Option
- RFC 3623 OSPF Graceful Restart

- RFC 1850 OSPFv2 MIB
- RFC 2362 Protocol Independent Multicast – Sparse Mode PIM-SM (Edge-mode)
- RFC 2934 Protocol Independent Multicast MIB
- RFC 3569, draft-ietf-ssm-arch-06.txt PIM-SSM PIM Source Specific Multicast
- draft-ietf-pim-mib-v2-o1.txt Mtrace, a “traceroute” facility for IP Multicast: draft-ietf-idmrtracroute-ipm-07
- Mrinfo, the multicast router information tool based on Appendix-B of draft-ietf-idmrdvmp-rp-v3-11

### IPV6 Host Services

- RFC 3587, Global Unicast Address Format
- Ping over IPv6 transport
- Traceroute over IPv6 transport
- RFC 5095, Internet Protocol, Version 6 (IPv6) Specification
- RFC 4861, Neighbor Discovery for IP Version 6, (IPv6)
- RFC 2463, Internet Control Message Protocol (ICMPv6) for the IPv6 Specification
- RFC 2464, Transmission of IPv6 Packets over Ethernet Networks
- RFC 2465, IPv6 MIB, General Group and Textual Conventions
- RFC 2466, MIB for ICMPv6
- RFC 2462, IPv6 Stateless Address Auto configuration – Host Requirements
- RFC 1981, Path MTU Discovery for IPv6, August 1996 – Host Requirements
- RFC 3513, Internet Protocol Version 6 (IPv6) Addressing Architecture
- Telnet server over IPv6 transport
- SSH-2 server over IPv6 transport
- RFC 4193, Unique Local IPv6 Unicast Addresses
- RFC 5722, Handling of Overlapping IPv6

### IPV6 Interworking and Migration

- RFC 2893, Configured Tunnels
- RFC 3056, 6to4

### IPV6 Router Services

- RFC 2462, IPv6 Stateless Address Auto Configuration – Router Requirements
- RFC 1981, Path MTU Discovery for IPv6, August 1996 – Router Requirements
- RFC 2710, IPv6 Multicast Listener Discovery v1 (MLDv1) Protocol
- RFC 3810, IPv6 Multicast Listener Discovery v2 (MLDv2) Protocol
- RFC 4541, Considerations for Internet Group Management Protocol (IGMP) and Multicast
- Listener Discovery (MLD) Snooping Switches
- Static Unicast routes for IPv6
- RFC 6164, Using 127-Bit IPv6 Prefixes on Inter-Router Links
- RFC 2080, RIPng
- RFC 2740 OSPF v3 for IPv6 (Edge-mode)
- Static ECMP
- RFC 5798 Virtual Router Redundancy Protocol (VRRP) Version 3 for IPv4 and IPv6
- draft-ietf-vrrp-unified-mib-08.txt - Definitions of Managed Objects for VRRPv3

Core Protocols for Layer 2, IPV4, and IPV6

- EAPS multiple rings
- EAPsv2 Shared ports
- PIM-DM Draft IETF PIM Dense Mode draft-ietf-idmr-pim-dm-05.txt, draft-ietf-pim-dm-new-v2-04.txt
- Draft-ietf-idr-bgp4-mibv2-02.txt – Enhanced BGP-4 MIB
- draft-ietf-idr-restart-10.txt Graceful Restart Mechanism for BGP
- IOS 10589 OSI IS-IS Intra-Domain Routing Protocol (RFC 1142)
- Draft-ietf-isis-ipv6-06 Routing IPv6 with IS-IS
- Draft-ietf-isis-restart-02 Restart Signaling for IS-IS
- Draft-ietf-isis-wg-multi-topology-11 Multi Topology (MT) Routing in IS-IS
- RFC 1195 Use of OSI IS-IS for Routing in TCP/IP and Dual Environments (TCP/IP transport only)
- RFC 1657 BGP-4 MIB
- RFC 1745 BGP4/IDRP for IPOSPP Interaction
- RFC 1771 Border Gateway Protocol 4
- RFC 1965 Autonomous System Confederations for BGP
- RFC 1997 BGP Communities Attribute
- RFC 2283 Multiprotocol Extensions for BGP-4
- RFC 2385 TCP MD5 Authentication for BGPv4
- RFC 2439 BGP Route Flap Damping
- RFC 2545 Use of BGP-4 Multiprotocol Extensions for IPv6 Inter-Domain Routing
- RFC 2740 OSPFv3, OSPF for IPv6
- RFC 2763 Dynamic Hostname Exchange Mechanism for IS-IS
- RFC 2858 Multiprotocol Extensions for BGP-4 (Obsoletes RFC 2283)
- RFC 2796 BGP Route Reflection (supersedes RFC 1966)
- RFC 2918 Route Refresh Capability for BGP-4
- RFC 2966 Domain-wide Prefix Distribution with Two-Level IS-IS
- RFC 2973 IS-IS Mesh Groups
- RFC 3107 Carrying Label Information in BGP-4
- RFC 3373 Three-way Handshake for IS-IS Point-to-Point Adjacencies
- RFC 3392 Capabilities Advertisement with BGP-4
- RFC 3446 Anycast RP using PIM and MSDP
- RFC 3618 Multicast Source Discovery Protocol (MSDP)
- RFC 4271 A Border Gateway Protocol 4 (BGP-4) (Obsoletes RFC 1771)
- RFC 4273 Definitions of Managed Objects for the Fourth Version of the Border Gateway Protocol (BGP-4) using SMIv2
- RFC 4360 BGP Extended Communities Attribute
- RFC 4456 BGP Route Reflection: An alternative to full mesh internal BGP (Obsoletes RFC 1966)
- RFC 4486 Subcodes for BGP Cease Notification message
- RFC 4274 Graceful Restart Mechanism for BGP (Obsoletes draft-ietf-idr-restart-10.txt)
- RFC 4760 Multiprotocol extensions for BGP-4
- RFC 4893 BGP Support for Four-octet AS Number Space
- RFC 5065 Autonomous System Confederations for BGP
- RFC 5396 Textual Representation of Autonomous System (AS) Attributes

### QOS and VLAN Services

- IEEE 802.1D – 1998 (802.1p) Packet Priority
- RFC 2474 DiffServ Precedence, including 8 queues/port
- RFC 2598 DiffServ Expedited Forwarding (EF)
- RFC 2597 DiffServ Assured Forwarding (AF)
- RFC 2475 DiffServ Core and Edge Router Functions
- Weighted Random Early Detection (WRED)

### Traffic Engineering

- RFC 3784 IS-IS Externs for Traffic Engineering (wide metrics only)

### VLAN Services: VLANS, VMANS

- IEEE 802.1Q VLAN Tagging
- IEEE 802.1v: VLAN classification by Protocol and Port
- IEEE 802.3ad Static Load sharing configuration & LACP based dynamic configuration
- Port-based VLANs
- Protocol-based VLANs
- MAC-based VLANs
- Multiple STP domains per VLAN
- Upstream Forwarding Only/Disable Flooding
- VLAN Translation
- IEEE 802.1ad Provider Bridge Network, virtual MANs (vMANs)
- vMAN Ethertype Translation/Secondary vMAN Ethertype
- Multicast Support for PVLAN
- Multicast Support for VLAN Aggregation
- VLAN Aggregation
- VLAN Bridging
- IEEE 802.1AK MVRP and MRP

### Timing Protocol

- Network Time Protocol
- ITU-T G.8262 Synchronous Ethernet

### Data Center

- Data Center Bridging eXchange (DCBX) (IEEE P802.1Qaz/D2.3)
- XNV (ExtremeXOS Network Virtualization)
- SDN OpenStack

Basis of Payment: This work will not be paid for separately, but shall be included in the bid prices for ETHERNET SWITCH, LAYER 3 of the port density and port type specified.

## **UNINTERRUPTABLE POWER SUPPLY, SPECIAL**

The Contractor shall furnish an uninterruptable power supply (material only) and deliver it to the IDOT District 4 Headquarters.

The uninterruptible power supply shall be a rack mounted APC Smart-UPS X 1500VA Rack LCD 120V equipped with network card (SMX1500RM2UNC) or approved equal that meets or exceeds the following specifications:

### OUTPUT

- Output Power Capacity: • 1200 Watts/1500 VA
- Nominal Output Voltage: • 120V
- Efficiency at Full Load: • 97.7%
- Output Voltage Distortion: • Less than 5% at full load
- Output Frequency (sync to mains): • 47 - 63 Hz for 60 Hz nominal
- Waveform Type: • Sine wave
  
- Output Connections: • (8) NEMA 5-15R

### INPUT

- Nominal Input Voltage: • 120V
- Input Frequency: • 50/60 Hz  $\pm$  3 Hz (auto sensing)
- Input Connections: • NEMA 5-15P
- Cord Length • 8 feet
- Input voltage range for main operations: • 82 - 143V
- Input voltage adjustable range for mains operation: • 75 - 154V
- Maximum input current: • 12A
- Input breaker capacity: • 20.0A

### BATTERIES AND RUNTIME

- |                                   |   |
|-----------------------------------|---|
| Battery Type:                     | <ul style="list-style-type: none"><li>• Maintenance-free sealed Lead-Acid battery with suspended electrolyte (leak-proof)</li></ul> |
| Typical recharge time:            | <ul style="list-style-type: none"><li>• 3 hour(s)</li></ul>   |
| Typical Backup Time at Half Load: | <ul style="list-style-type: none"><li>• 17.2 minutes (600 Watts)</li></ul>  |
| Typical Backup Time at Full Load: | <ul style="list-style-type: none"><li>• 5.8 minutes (1200 Watts)</li></ul>  |
| DC overcurrent protection         | <ul style="list-style-type: none"><li>• 60A</li></ul>   |

### COMMUNICATIONS & MANAGEMENT

- |                                 |   |
|---------------------------------|---|
| Interface Port(s):              | <ul style="list-style-type: none"><li>• SmartSlot, USB</li></ul>  |
| Pre-Installed SmartSlot™ Cards: | <ul style="list-style-type: none"><li>• AP9631 (RJ-45 10/100 Base-T, HTTP,HTTPS,IPv4,IPv6,NTP,SMTP,SNMP v1,SNMP v3,SSH V1,SSH V2,SSL,TCP/IP,Telnet)</li></ul> |
| Control panel:                  | <ul style="list-style-type: none"><li>• Multi-function LCD status and control console</li></ul>   |
| Audible Alarm:                  | <ul style="list-style-type: none"><li>• Alarm when on battery : distinctive low battery alarm: overload continuous tone alarm</li></ul>                       |

### SURGE PROTECTION AND FILTERING

- |                      |  |
|----------------------|--|
| Surge energy rating: | <ul style="list-style-type: none"><li>• 600 Joules</li></ul>   |
| Filtering:           | <ul style="list-style-type: none"><li>• Full time multi-pole noise filtering: 5% IEEE surge let-through: zero clamping response time : meets UL 1449</li></ul> |

### PHYSICAL

- |                 |   |
|-----------------|---|
| Maximum Height: | <ul style="list-style-type: none"><li>• 3.50 inches (89 mm)</li></ul>         |
| Maximum Width:  | <ul style="list-style-type: none"><li>• 19.30 inches (432 mm)</li></ul>       |
| Maximum depth:  | <ul style="list-style-type: none"><li>• 18.00 inches (457 mm)</li></ul>       |
| Rack Height:    | <ul style="list-style-type: none"><li>• 2U</li></ul>                          |
| Net Weight:     | <ul style="list-style-type: none"><li>• 54.60 lbs. (28.64 kg)</li></ul>       |
| Mounting        | <ul style="list-style-type: none"><li>• Equipped with Sliding Rails</li></ul> |

## ENVIRONMENTAL

- Operating Environment: • 32°F - 104°F (0°C - 40°C)
- Operating Relative Humidity: • 0 - 95%
- Audible noise at 1 meter from surface of unit: • 40 dBA
- Online Thermal Dissipation: • 133.00 BTU/hr

## CONFORMANCE

- Regulatory Approvals: • cUL Listed,UL 1778

## WARRANTY

- Manufacturer's Warranty • 3 Years (Materials and Workmanship), 2 Years on Batteries

Basis of Payment: This work will be paid for at the contract unit price per Each for UNINTERRUPTABLE POWER SUPPLY, SPECIAL which price shall be payment in full for all labor, materials, and equipment required to provide uninterruptible power supply and deliver it to the IDOT District 4 headquarters in Peoria.

## **VIDEO WALL DISPLAY**

**Description:** This work shall consist of furnishing, installing, and integrating a video wall display including all necessary hardware, software, and accessories such as cabling, connections, and mounting equipment required for use as a Video Wall Display. The Video Wall Display will be located in the Department's Communications Center on the Seventh Floor of their existing office space at 401 Main Street in Peoria, Illinois.

### **Materials**

Materials shall be according to the following:

## GENERAL

The primary purpose of the Video Wall Display will be to display streaming video from networked cameras and display information from various digital and analog sources.

The main Video Wall Display will consist of eight 46" LCD monitors mounted in a 4"x2" matrix with control for four auxiliary monitors.

A video wall controller shall control the Video Wall Display, including sizing images, selecting input sources (either integrated into the controller or external), color matching, brightness, and all other control functions described herein. In addition, the Video Wall Display shall be controlled remotely, switching the input sources for the monitors.

All equipment submitted shall be designed for video wall applications and rated for continuous use. All furnished equipment manufacturers shall have a minimum of ten years in producing equipment for commercial displays and video walls.

#### VIDEO WALL FUNCTIONALITY

The video wall display shall provide the following functionality:

- Display content simultaneously on 4x2 video wall matrix and four auxiliary monitors (auxiliary monitors are paid for separately under the pay item for LCD MONITOR). Content shall be capable of being displayed on separate monitors, groups of monitors, or all monitors as one display.
- Simultaneous display of up to thirty-two H.264 or MPEG-4 encoded video streams from Axis cameras (models Q6032-E or Q6042-E) on the IDOT network.
- Display digital content from eight devices (workstations, tablets, decoders, and other devices equipped with HDMI or DVI-D digital outputs).
- Display analog content from four analog devices (older computers, televisions, cable boxes, DVD players equipped with composite, S-video, VGA outputs).
- Use of remote software for remote control of video wall from any workstation on the network with the video wall controller. The software will allow a user to save and recall video layouts, change camera views, and change display content on all twelve monitors.

#### VENDOR QUALIFICATIONS AND REFERENCES

The vendor shall have a minimum of seven years of experience in furnishing and installing video walls.

The video wall vendor shall submit at least two references for similar video wall projects that were installed by the vendor for a period of no less than two years.

#### VIDEO WALL MONITOR SPECIFICATIONS

A total of eight 46" video wall monitors shall be furnished and installed in the communications center.

Each 46" Video Monitor shall meet or exceed the following minimum specifications:

- Specifically designed for use in a video wall application from a manufacturer that has been manufacturing monitors for video walls for at least five years
- Designed for 24 hour/7 day use
- Ultra-thin bezel width of 5.7mm or less between adjacent panels
- IPS Panel Technology
- Integrated Heat Sensors and Cooling Fans
- LED Direct Lit Backlighting
- Full HD Native Resolution of 1920 X 1080
- IP control of OSD functions
- Redundant Power Supplies
- 50,000 MTBF
- 700nit
- Analog Inputs: VGA
- Digital Inputs: DVI-D, HDMI
- RJ-45
- 3000:1 Contrast
- 178 degree viewing angle
- 8ms response time

The Contractor may elect to utilize a larger panel (47" diagonal) that meets the specifications listed above, however, the Contractor shall be responsible for verifying that the proposed panels can be integrated into the video wall.

The video wall monitors shall be flush mounted to the video wall utilizing engineered mounting systems. The Contractor shall submit detailed drawings to the Department for review.

#### VIDEO WALL CONTROLLER

A video wall controller shall be supplied with the Video Wall Display for video processing and management. The controller shall be essentially a high-end computer that drives, along with external sources such as video decoders, computers, and local area networks (LAN), multiple applications and can display them simultaneously on the video wall shall be supplied with the Video Wall Display.

The controller shall be able to be mounted on a standard 19-inch equipment rack chassis. The controller shall have maximum dimensions of 20 inches wide by 12 inches high by 30 inches deep, and weigh less than 100 pounds. The controller shall be UL listed and meet or exceed the following minimum specifications.

- Server grade hardware and chassis
- Dual Quad Core Intel Xeon Processors
- 16GB DDR3 system memory
- 12 digital display outputs (DVI or VGA) with 1920 x 1080 maximum output resolution per display
- Two hot-swap SATA 500 GB hard drives with RAID Level 1
- HDCP compliant
- Output resolution per display DVI or VGA - 1920 x 1080
- 8 digital video capture inputs for display of digital content from DVI-D or HDMI equipped devices
- 4 analog video capture inputs for display of analog content from composite, S-Video, or component output equipped devices
- HDCP compliant
- DVI input resolution - 1920 x 1200
- VGA input resolution - 2048 x 1536
- 19" 4U Industrial PC chassis
- One DVD/RW combo drive
- Dual 10/100/1000 Mbps RJ45 Ethernet Ports
- 600 Watt Redundant PSU
- Optimized Cooling/Airflow Management System with Dual Cooling Fans
- Windows® 7 64bit Professional operating system
- Video wall control software with 3 years of updates at no cost to the Department.
- Image display capabilities that enable down and up-scale resizing, cropping, and panning of the display.
- Operating environment: Temperature range = 10°C to 35°C (50°F to 95°F) and Humidity range = 20 percent to 80 percent non-condensing.
- Electrical requirements: 100 to 240 V input voltage, auto-switching power supply; Main line frequency of 50 Hz to 60 Hz, 150 to 200 W typical and 350 to 600 W maximum power consumption.
- Two spare hard drives shall be furnished with the video wall controller and delivered to the Department.

## HD VIDEO DECODERS

The video wall display system shall decode H.264 and MPEG-4 video streams from 32 networked cameras and video encoders and display these videos simultaneously on the video wall.

A minimum eight external quad video decoders or eight quad video decoder cards shall be furnished and installed for use with the system.

The video decoders shall be remotely accessible via the network and controlled by the video wall control software.

The video wall display shall have the capability of storing a minimum of 200 cameras for instant selection by the operator and display on the video wall.

The video wall software shall be designed to interface directly with the video decoders for video source selection, control, and configuration.

Two spare external decoders/decoder cards shall be included with the video wall.

## APPLICATION SOFTWARE

Application or control software and associated licenses shall be provided with the Video Wall Display for the management of the video wall and controller. The application software shall provide a user-friendly, intuitive control interface that is designed to: manage the placement and display of analog/digital sources and live camera video images and interactively place them on the desktop computers; save and restore window display layouts; monitor system status; and, provide comprehensive management and control of the Video Wall Display. In addition, the application software shall provide application scheduling and alarm triggering as well as enable a system administrator to define access rights on an individual or group basis.

The application software shall also provide remote simultaneous multi-user interaction by authorized operators with the Video Wall Display over a network using the operator's keyboard and mouse. In addition, the application software shall enable zooming in and out on any video source displayed on the Video Wall Display as well.

## MONITOR MOUNTING

The video monitors shall be flush with the wall unless otherwise approved by the Engineer.

The Contractor shall provide construction shop drawings detailing the monitor mounting system and how it will be integrated into the Video Wall Display as well as for the entire Video Wall Display as outlined in these specifications for review and approval by the Engineer prior to purchasing, installing, and connecting all components associated with this item.

## VENTILATION

The Contractor shall ensure that the Video Wall Display chase has adequate fresh air ventilation. To this end, the Contractor shall furnish, install, and integrate forced-air cooling fans into the Video Wall Display chase towards the back wall and near the monitors. Heat build-up from the video monitors and their associated equipment within and under the Video Wall Display chase shall not be greater than 3°C (37°F) above ambient temperature. The difference in room temperature between the air at floor level and at ceiling level within the Video Wall Display chase shall also not be greater than five and one-half (5.5°C (42°F)).

The existing ventilation system components may be reused. The Contractor shall furnish and install any additional items required to provide a fully functional ventilation system described above.

## **Construction Requirements**

### INSTALLATION

The Video Wall Display shall be furnished, installed, and connected inside the Video Wall Display chase and ITS Equipment Room at the locations as shown on the Plans as detailed in these specifications and according to the manufacturer's instructions. The Contractor shall install the video wall monitors using an engineered fastening system constructed from aluminum or steel. The Contractor shall install all cables and ancillary equipment necessary to connect and integrate the Video Wall Display to the video wall controller located in the ITS Equipment Room and the cost of this item shall be included in the cost of the Video Wall Display. All hardware and software for the Video Wall Display shall be standard commercial off-the-shelf, and materials shall be new and of current manufacture.

The video wall display shall utilize separate cables from each monitor to the video wall controller as well as separate power cables to each monitor. Daisy chaining of cables will not be allowed.

All cables shall be plenum rated.

The Contractor shall remove all existing video wall cabling (coax, data cabling, etc.) as identified by the Department and dispose of it from the job site. The Contractor shall install all required cabling for the video wall display as well as CAT5E cables for the auxiliary and hallway monitors as shown on the plan sheets. The Contractor shall install wall jacks for all CAT5E cables and terminate them with RJ-45 connectors at each monitor location and in RJ-45 patch panels in the ITS equipment room. The Contractor shall furnish and install two RJ-45 patch panels in the existing equipment rack in the ITS Equipment room to be used for CAT5E cable termination. All cables shall be tested and labeled.

The Contractor may elect to utilize engineered digital cabling solutions (RapidRun, etc.) to connect the eight video wall monitors and four auxiliary wall monitors to the video wall controllers. All cables shall be rated for use at the maximum video resolution at the cable lengths required for installation. The Contractor shall terminate the video cables in wall boxes with plates.

If the Contractor elects to utilize CAT5E cabling for digital video transmission, the Contractor shall also furnish and install twelve HDMI/DVI-D over CAT5 extenders to extend digital video signals from the video wall controller to the video wall matrix. The extenders shall be a MilesTek Part Number 90-12055 that meets or exceeds the following specifications:

- Features HDBaseT Lite Technology that transmits uncompressed full HD digital video, audio, and control signals through a single 70m/229ft CAT5E/CAT6 cable with RJ45 connectors
- Transmission Range: Extends 1080p resolutions up 229ft over a single CAT5E/CAT6 cable
- Super IR control system, IR transport channel can be forward or backward
- Supports Standard IR in 38 kHz mode, includes 1 IR TX and 1 IR RX
- Video Bandwidth: Uncompressed video/audio up to 10.2 Gbps
- Full HD1080P
- HDCP compliant
- Supports Digital Audio Format, DTS-HD/Dolby-True HD/LPCM7.1/AC3/DTS/DSD
- Tested for Compatibility with all leading HD Video brands
- Tested with 7.1 Home Theater Systems
- (2) 5V DC Power Supplies

Since the video monitors are sensitive components that requires delicate care when handling, installing, and cleaning, the following minimum requirements shall apply to the Video Wall Display:

- Two (2) people are required to safely transport, lift, and install the monitors.
- Scratches, fingerprints, or any other marks on the screen are not permitted and shall be cause for rejection.
- The Contractor shall wear clean cotton gloves when transporting, installing, or cleaning the monitors.

### TESTING AND CALIBRATION

The Contractor shall power up the video monitors and associated components and self-test the units using available software. Applications software shall be uploaded, configured, and verified. This testing shall be accomplished prior to completely installing the video monitors in the Video Wall Display.

After the video monitors are installed, the Contractor shall apply power and verify that the units are operating correctly. Tests previously used for bench checking shall be repeated and documented. The Contractor shall test the overall operation of the Video Wall Display and submit a written copy of the test to the Engineer at the end of the 60-day test period for approval.

The video wall monitors shall be tested and calibrated in accordance with the manufacturer's recommendations and industry best practices.

The Contractor shall measure the temperature, humidity, and air velocity several times a day over a period of one (1) week within the Video Wall Display chase since it has the potential to have inherent temperature problems. The Contractor shall test the overall temperature, humidity, and air velocity of the Video Wall Display and submit a written copy of the test results to the Engineer at the end of the test for approval.

#### TRAINING AND DOCUMENTATION

The Contractor shall provide a hands-on training course on the proper operation and maintenance of the Video Wall Display and associated equipment. The primary focus of the hands-on training course shall be to demonstrate the basic operations of the Video Wall Display from an overview of subsystem elements and how to power-up and shutdown the system, to operational methods and procedures for controlling the source and the contents on the wall. The Contractor shall submit the syllabus and all training materials to the Department one month prior to the course. The Department shall approve the training materials for the hands-on course. Training material documentation shall be provided to 10 attendees of the hands-on training course. The training course shall be held at the Department's office location after the Video Wall Display system has been successfully installed, tested, and accepted.

Three copies of all operations and maintenance manuals for each hardware and software component of the Video Wall Display shall be delivered for each assembly installed. In addition, full documentation for all software and associated protocols shall be supplied to the Department on a CD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted with to provide overall integration or maintenance of this item.

#### WARRANTY

The Contractor shall warranty all materials and workmanship including labor and providing on-site support services for a period of three years after the completion and acceptance of the installation, unless other warranty requirements prevail (including telephone and email support 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 the packing and sending of the equipment to the depot for repair as well as covering all mailing and 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 acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

**Method of Measurement:** Video Wall Display shall be measured for payment on a lump sum basis for all equipment and components specified herein.

**Basis of Payment:** This item shall be paid for at the contract Lump Sum price for VIDEO WALL DISPLAY which price shall include all equipment, material, testing, documentation and labor detailed in the contract documents.

## **MISCELLANEOUS ELECTRICAL WORK - BECKER BUILDING**

**Description:** The work under this pay item shall include the construction of all miscellaneous electrical work, complete, including relocation of the IDOT radio console, de-activation and re-activation of the existing fire protection system, installing temporary cabling, electric circuit extensions, installation of wall outlets, installation of CAT5E cable, adjustment of existing electrical outlet, adjustment of existing fire system components (panels, bells, switches, etc.), and installation of Department furnished monitors. The Contractor shall obtain all permits necessary for work and coordinate with the Department to provide services. The Contractor will pay for permit fees, if required. Contractor selected material shall be reviewed and approved by the Engineer. All miscellaneous items selected for installation under this contract shall be durable, and of manufacturer's first quality, per industry standards.

**The Contractor shall perform the following work:**

- Relocate the existing IDOT radio console from the Communications Center to the temporary operator location during construction. This work shall be performed by the IDOT District 4 radio maintenance contractor, Supreme Radio Communications (309) 682-0831 to prevent damage to the radio system and to ensure that it is fully functional after relocation. When all major construction work has been completed, the radio console shall be relocated to the Communications Center and tested to ensure that it is fully operational.
- Extend three CAT5E data cables for IDOT computer, ITS workstation, and ScanWeb Workstation, three telephone lines (main telephone, State Police telephone, Peoria ECC telephone), and one coax cable from the Communications Center to the temporary operator location.
- Adjust electrical outlets and boxes as required for drywall installation and finishing.
- De-activation and re-activation of the fire protection system. This work shall be performed by the IDOT District 4 fire system maintenance contractor, Getz Fire Equipment (309) 673-0761 or another qualified fire protection system contractor as authorized by the Department. Prior to commencing with construction, the fire protection system shall be de-activated and all components shall be covered and protected from construction dust and debris to prevent damage. After construction has been completed, the fire protection system shall be re-activated and tested to ensure that it is fully operational.
- Adjust fire protection system components (fire panel, switches, alarm, lights, etc.) as required for drywall installation and finishing. This work shall be performed by the fire protection contractor or its authorized agent.

- Furnish and install two additional quad electrical outlets inside the video wall chase to power the proposed video wall monitors and associated equipment. The outlets shall be installed adjacent or near the existing quad outlets. The Contractor shall extend the existing electrical circuits as needed to accommodate the proposed outlets.
- Furnish and install two quad electrical outlets on the side wall of the communications center to power the proposed four auxiliary monitors. The outlets shall be installed at the general location shown on the plan sheets. The final location of the outlets will be determined by the Resident Engineer. The Contractor shall extend the existing electrical circuits as needed to accommodate the proposed outlets.
- Furnish and install two CAT5E data outlets (with four CAT5E jacks for each outlet) on the side wall of the communications center to transmit data and video to the proposed four auxiliary monitors. The data outlets shall be installed at the general location shown on the plan sheets. The final location of the outlets will be determined by the Resident Engineer. The Contractor shall install eight plenum rated CAT5e cables from the ITS Equipment Room to the data outlets. The Contractor shall terminate the CAT5E cables at each outlet and at a 24 RJ-45 patch panel installed in the ITS Equipment Room. The Contractor shall label and test all cables.
- Install two existing 40" monitors on the outside wall of the communication center near the entrance door. The Contractor shall furnish and install all hardware, brackets, and other material required for installation. The monitors shall be installed level.
- Furnish and install one quad electrical outlets on the outside wall of the communications center (in hallway) to power the existing video monitors. The outlet shall be installed at the general location shown on the plan sheets. The final location of the outlets will be determined by the Resident Engineer. The Contractor shall extend the existing electrical circuits as needed to accommodate the proposed outlet.
- Furnish and install one CAT5E data outlet (with four CAT5E jacks) on the outside wall of the communications center (in hallway) to transmit data and video to the two existing video monitors. The data outlet shall be installed at the general location shown on the plan sheets. The final location of the outlets will be determined by the Resident Engineer. The Contractor shall install four plenum rated CAT5e cables from the ITS Equipment Room to the data outlets. The Contractor shall terminate the CAT5E cables at each outlet and at a the24 RJ-45 patch panel installed in the ITS Equipment Room. The Contractor shall label and test all cables.
- Perform all other miscellaneous electrical work required to complete the improvements.

**Method of Measurement:** Miscellaneous electrical work - Becker Building shall be measured for payment on a lump sum basis for all equipment and components specified herein.

**Basis of Payment:** This item shall be paid for at the contract Lump Sum price for MISCELLANEOUS ELECTRICAL WORK – BECKER BUILDING which price shall include all equipment, material, testing, documentation, and labor detailed in the contract documents.

**COMMUNICATION CENTER FURNITURE**

**Description:** The work under this pay item shall include furnishing six new office chairs for use in the District 4 Communications Center.

**Materials:** The Contractor shall furnish and assemble **six** ergonomic chairs that provide postural support, adjustability, subjective comfort, and mobility. The chairs shall also be easily adjustable to accommodate the practical range of body dimensions, and designed for a weight limit of at least **350** pounds.

The chairs shall adhere to the requirements set forth in the Traffic Management Center Guidelines Manual published by the Institute of Transportation Engineers and Preliminary Human Factors Guidelines for Traffic Management Centers published by the Federal Highway Administration as of the letting date for this contract.

The chairs shall have five (5) legs, be equipped with a headrest, and conform to the following range of dimensions:

DESCRIPTION	MEASUREMENT
Seat Depth (from face of lumbar to front of seat)	16.25"– 18.5"
Seat Height (floor to compressed front center of seat cushion)	16"– 21" standard
Seat Width	21"
Backrest Height (from seat cushion to top of backrest)	18" - 21" (Adjustment Range: 3" in 0.25" increments)
Chair Width	27.25"
Armrest Height (compressed seat cushion to top of armrest)	5" - 11" (Adjustment Range: 6" in 0.33" increments)
Armrest Length (from face of lumbar to front of armrest)	13"
Distance between Armrests (front inside edge)	20" standard
Height (with headrest)	43" - 53" standard
Headrest Height Adjustment Range	5"
Base Diameter	25"
Backrest Width	21"

The chair shall be a Humanscale Freedom F211 Ergonomic Executive Office Chair or approved equal that meets the following minimum specifications:

Features:

- Automatic Headrest: Dynamic, position-sensitive headrest adjusts to cradle your head and neck as you recline, and moves out of the way when you sit upright automatically; Position-sensitive headrest moves into place when you recline and out of the way when you sit upright; 5" vertical adjustment to fit all users; moves in the natural arc of head/neck for perfect support through range of recline; contoured to cradle the head and neck in comfort
- Self-Adjusting Recline: Intelligent counter-balance recline mechanism automatically provides the right amount of support through the full range of recline motion regardless of user size and weight; no tension springs to adjust; no recline locks to set/release; during recline, the angle between torso and legs opens up for better body function; user maintains near-constant eye level during recline
- Contoured Cushions: The cushions are sculpted to closely follow body contours, which increases contact and decreases concentrated loads.
- Responsive Backrest: The pivoting backrest automatically adapts to the changing needs of your spine during recline; extra motion of the backrest during recline automatically adjusts to the changing needs of the spine; provides up to 1" additional lumbar support when needed
- Synchronous Armrests: Body-friendly gel armrests move up and down together and stay with you during recline, always keeping you in supported balance, Armrests move in tandem to eliminate uneven arm positioning, Natural lift and release action for immediate repositioning without buttons or locks, 6" range of vertical motion to accommodate all users and tasks, Can be positioned below thigh level for close table or desk work, Attached to backrest so arms stay in same relation to body during recline, Duron arm pad for durability and comfort
- Body Fit: The seat, backrest and headrest may be independently positioned to fit your exact body size, size adjustable to fit more than 95% of the population, adjustments for fit-to-size: Headrest: 5" vertical adjustment range, Seat Height: 5" adjustment range, Seat Depth: 2.25" adjustment range, Backrest/Lumbar Support Height: 3" adjustment range
- Intelligent Mechanism: Revolutionary counter-balance mechanism - your weight automatically balances the force required to recline the chair. So whether you're big or small, short or tall, the recline tension is always perfectly adjusted to let you move while keeping you fully supported in all positions.
- Graphite Frame with Matching Base
- Gel Seat Cushion: Non-degradable, non-compressible Technogel® layer on top of foam core; provides maximum pressure distribution; offers unmatched, long-term comfort
- Carpeted Floor Casters
- Five Year Warranty on Fabric/Cushions. Lifetime Warranty on all other parts

**Method of Measurement:** The modular furniture shall be measured for payment on a lump sum basis for all equipment and components specified herein.

**Basis of Payment:** This item shall be paid for at the contract Lump Sum price for COMMUNICATION CENTER FURNITURE which price shall include all equipment, material, testing, documentation and labor detailed in the contract documents.

## **CONTRACT CLAIMS (BDE)**

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

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

“(e) Procedure. The Department provides two administrative levels for claims review.

- Level I Engineer of Construction
- Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction’s judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor’s right to seek relief in the Court of Claims. The Director’s written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.”

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

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

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

for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's website at [www.dot.il.gov](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 that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

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

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

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

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

- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

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

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.

- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

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

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

## **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: January 1, 2014

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

### **"STATEMENTS AND PAYROLLS**

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

fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

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

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

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

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

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

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

## **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The

Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

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

#### **TRACKING THE USE OF PESTICIDES (BDE)**

Effective: August 1, 2012

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

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

#### **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

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

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

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

## ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR D9CF-5 COUNTY EFFECTIVE MAY 2014

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

# Peoria County Prevailing Wage for May 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		26.470	27.970	1.5	1.5	2.0	7.700	13.75	0.000	0.800
ASBESTOS ABT-GEN		HWY		29.580	31.080	1.5	1.5	2.0	7.700	16.19	0.000	0.800
ASBESTOS ABT-MEC		BLD		32.140	34.640	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		36.750	39.750	2.0	2.0	2.0	7.070	15.84	0.000	0.350
BRICK MASON		BLD		32.060	33.560	1.5	1.5	2.0	8.300	9.500	0.000	0.580
CARPENTER		BLD		29.330	31.580	1.5	1.5	2.0	7.700	14.66	0.000	0.520
CARPENTER		HWY		30.820	33.070	1.5	1.5	2.0	7.700	15.14	0.000	0.520
CEMENT MASON		BLD		27.090	28.840	1.5	1.5	2.0	8.140	14.76	0.000	0.500
CEMENT MASON		HWY		28.280	29.780	1.5	1.5	2.0	8.140	15.13	0.000	0.500
CERAMIC TILE FNSHER		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000	0.580
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		BLD		34.820	37.320	1.5	1.5	2.0	5.600	11.07	0.000	0.400
ELECTRONIC SYS TECH		BLD		27.480	29.480	1.5	1.5	2.0	5.750	10.52	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.070	46.200	2.0	2.0	2.0	12.73	13.46	3.290	0.600
GLAZIER		BLD		31.670	33.670	1.5	1.5	2.0	9.950	7.700	0.000	1.250
HT/FROST INSULATOR		BLD		42.850	45.350	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		BLD		31.010	32.910	1.5	1.5	2.0	9.390	12.26	0.000	0.540
IRON WORKER		HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
LABORER		BLD		25.470	26.970	1.5	1.5	2.0	7.700	13.75	0.000	0.800
LABORER		HWY		28.830	30.330	1.5	1.5	2.0	7.700	16.19	0.000	0.800
LABORER, SKILLED		BLD		25.870	27.370	1.5	1.5	2.0	7.700	13.75	0.000	0.800
LABORER, SKILLED		HWY		29.130	30.630	1.5	1.5	2.0	7.700	16.19	0.000	0.800
LATHER		BLD		29.330	31.580	1.5	1.5	2.0	7.700	14.66	0.000	0.520
MACHINERY MOVER		HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000	0.580
MARBLE MASON		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000	0.580
MILLWRIGHT		BLD		30.240	32.490	1.5	1.5	2.0	7.700	14.09	0.000	0.520
MILLWRIGHT		HWY		31.820	34.070	1.5	1.5	2.0	7.700	14.64	0.000	0.520
OPERATING ENGINEER		BLD	1	36.000	39.000	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		BLD	2	33.490	39.000	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		BLD	3	29.340	39.000	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		HWY	1	36.000	39.500	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		HWY	2	33.490	39.500	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		HWY	3	29.340	39.500	1.5	1.5	2.0	6.750	16.60	0.000	3.000
PAINTER		ALL		33.000	35.000	1.5	1.5	1.5	10.00	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		BLD		29.830	32.080	1.5	1.5	2.0	7.700	14.66	0.000	0.520
PILEDRIIVER		HWY		31.820	34.070	1.5	1.5	2.0	7.700	15.14	0.000	0.520
PIPEFITTER		BLD		37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060
PLASTERER		BLD		27.770	29.770	1.5	1.5	2.0	8.140	13.71	0.000	0.650
PLUMBER		BLD		34.520	37.630	1.5	1.5	2.0	7.000	13.31	0.000	0.900
ROOFER		BLD		29.580	31.060	1.5	1.5	2.0	8.450	7.220	0.000	0.250
SHEETMETAL WORKER		BLD		32.150	33.760	1.5	1.5	2.0	8.270	14.18	0.000	0.780
SIGN HANGER		HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STEEL ERECTOR		HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
STONE MASON		BLD		32.060	33.560	1.5	1.5	2.0	8.300	9.500	0.000	0.580
SURVEY WORKER		ALL		28.900	30.400	1.5	1.5	2.0	7.700	14.86	0.000	0.800
TERRAZZO FINISHER		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000	0.580
TERRAZZO MASON		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000	0.580
TILE MASON		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000	0.580
TRUCK DRIVER		ALL	1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250

TRUCK DRIVER	ALL	2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL	3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL	4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL	5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C	1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C	2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C	3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C	4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C	5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TUCKPOINTER	BLD		32.060	33.560	1.5	1.5	2.0	8.300	9.500	0.000	0.580

**Legend:** RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### PEORIA COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

#### LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

#### LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work,irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, brickset-ters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2)

Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel

Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is

covered by the classifications of truck driver.