

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.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 24, 2015

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. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Route FAI 255
Project ACCMM-0255(402)
District 8 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(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) _____

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

**Contract No. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Project ACCMM-0255(402)
Route FAI 255
District 8 Construction Funds**

This project consists of installing CCTV and vehicle detection installation on I-255 at State Street and fiber optic interconnection on I-255 between IL 15, State Street and I-64.

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

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

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

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

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

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned 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 transact business or conduct affairs in the State of Illinois prior to submitting the bid.

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

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

76H30

State Job # - 98-057-14

County Name - ST CLAIR - -

Code - 163 - -

District - 8 - -

Section Number - DIST 8 ITS 2015-2

Project Number
 ACCMM-0255/402/

Route
 FAI 255

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322227	CCTV CAMERA SYSTEM	EACH	1.000				
X0325072	MOD EX CONTR CAB TY A	EACH	2.000				
X0325076	WIDE AREA NETWORK	L SUM	1.000				
X0325077	FIB OPT UTILIT MARKER	EACH	60.000				
X0325086	COND ATT STR 4 FBR MD	FOOT	340.000				
X0325476	RADAR VEH DETECT SYST	EACH	1.000				
X0325482	REM EXIST ITS EQUIPMT	EACH	2.000				
X0325483	SFP-GE-L SFP MODULE	EACH	4.000				
X0325484	SFP-GE-Z SFP MODULE	EACH	2.000				
X0325487	WIRED COMM DATA CONVT	EACH	1.000				
X0325593	LT TR 80 W/CAM LOW SY	EACH	1.000				
X0326912	3000 LAYER 2 SWITCH	EACH	2.000				
X7010410	SPEED DISPLAY TRAILER	CAL MO	6.000				
X8102839	UNDRGRD C PVC 4 MD	FOOT	18,053.000				
X8110128	CON AT ST 4 PVC TY C	FOOT	900.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

76H30

State Job # - 98-057-14

Project Number
 ACCMM-0255/402/

Route
 FAI 255

County Name - ST CLAIR - -

Code - 163 - -

District - 8 - -

Section Number - DIST 8 ITS 2015-2

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X8630103	CONT CAB TYPE III SPL	EACH	1.000				
X8710075	FO CAB C 72 SM FO	FOOT	20,918.000				
X8780105	CONC FDN SPL	EACH	1.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
20100500	TREE REMOV ACRES	ACRE	0.500				
25000210	SEEDING CL 2A	ACRE	2.500				
25000400	NITROGEN FERT NUTR	POUND	225.000				
25000500	PHOSPHORUS FERT NUTR	POUND	225.000				
25000600	POTASSIUM FERT NUTR	POUND	225.000				
25100105	MULCH METHOD 1	ACRE	2.500				
28000250	TEMP EROS CONTR SEED	POUND	250.000				
28000500	INLET & PIPE PROTECT	EACH	18.000				
67000400	ENGR FIELD OFFICE A	CAL MO	12.000				
67100100	MOBILIZATION	L SUM	1.000				
70100310	TRAF CONT-PROT 701421	L SUM	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

76H30

State Job # - 98-057-14

County Name - ST CLAIR - -

Code - 163 - -

District - 8 - -

Section Number - DIST 8 ITS 2015-2

Project Number
 ACCMM-0255/402/

Route
 FAI 255

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70100420	TRAF CONT-PROT 701411	EACH	8.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
70100825	TRAF CONT-PROT 701456	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				
80300100	LOCATE UNDERGR CABLE	FOOT	17,803.000				
80500100	SERV INSTALL TY A	EACH	1.000				
81028340	UNDRGRD C PVC 1 1/2	FOOT	475.000				
81028370	UNDRGRD C PVC 3	FOOT	10.000				
81300835	JUN BX SS AS 18X18X10	EACH	1.000				
81400700	HANDHOLE PCC	EACH	37.000				
81400720	DBL HANDHOLE PCC	EACH	8.000				
81702130	EC C XLP USE 1C 6	FOOT	2,040.000				
83700300	LT TOWER FDN 48D	FOOT	12.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 76H30

State Job # - 98-057-14
 County Name - ST CLAIR - -
 Code - 163 - -
 District - 8 - -
 Section Number - DIST 8 ITS 2015-2

Project Number
 ACCMM-0255/402/

Route
 FAI 255

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
87300925	ELCBL C TRACER 14 1C	FOOT	16,308.000				
87900200	DRILL EX HANDHOLE	EACH	1.000				
89502350	REM & RE ELCBL FR CON	FOOT	30.000				

CONTRACT NUMBER

76H30

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 calendar 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 provide a submission to a vendor portal or 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, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal 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 or submission to a vendor portal 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 and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 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

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 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, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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, 720 ILCS 5/3BE-11.

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

(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.

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.

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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 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 may 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 on 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.**

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

NA-FEDERAL

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

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

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals or any other procurement opportunity 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 \$50,000 and all submissions to a vendor portal 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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual 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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

(Note: Only one set of forms needs to be completed per individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual that is authorized to execute contracts for your company.

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

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

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

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by 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 \$50,000, 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 aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

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: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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 all bids.

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 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 Act 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 Title 44, Illinois Administrative Code, Section 750.120. 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. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Project ACCMM-0255(402)
Route FAI 255
District 8 Construction Funds

PART I. IDENTIFICATION

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

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A

TABLE B

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

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

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

FOR DEPARTMENT USE ONLY

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

Note: See instructions on page 2

RETURN WITH BID

**Contract No. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Project ACCMM-0255(402)
Route FAI 255
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Project ACCMM-0255(402)
Route FAI 255
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

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

(IF A JOINT VENTURE)

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

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



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.

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

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 _____

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

(Name of Notary Public)

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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



Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

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

(2) Work:

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor _____ Trucking _____

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Contractor __ 1st Tier __ 2nd Tier

Signature for DBE Firm __ 1st Tier __ 2nd Tier

Title _____

Title _____

Date _____

Date _____

Contact Person _____

Contact Person _____

Phone _____

Phone _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

E _____

WC _____

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Project ACCMM-0255(402)
Route FAI 255
District 8 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

<hr style="width: 80%; margin: 0 auto;"/> <p style="text-align: center;">Name of Subcontracting Company</p> <hr style="width: 80%; margin: 20px auto 0 auto;"/> <table style="width: 100%; border: none;"><tr><td style="text-align: center; width: 70%;"><hr style="width: 90%; margin: 0 auto;"/><p style="text-align: center;">Authorized Officer</p></td><td style="text-align: center; width: 30%;"><hr style="width: 90%; margin: 0 auto;"/><p style="text-align: center;">Date</p></td></tr></table>	<hr style="width: 90%; margin: 0 auto;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="width: 90%; margin: 0 auto;"/> <p style="text-align: center;">Date</p>
<hr style="width: 90%; margin: 0 auto;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="width: 90%; margin: 0 auto;"/> <p style="text-align: center;">Date</p>	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual 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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual 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 individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual that is authorized to execute contracts for your company.

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___ If "No" is checked, the subcontractor only needs to complete the signature box on this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. 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 a.m. April 24, 2015. 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 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 76H30
ST CLAIR County
Section DIST 8 ITS 2015-2
Project ACCMM-0255(402)
Route FAI 255
District 8 Construction Funds**

This project consists of installing CCTV and vehicle detection installation on I-255 at State Street and fiber optic interconnection on I-255 between IL 15, State Street and I-64.

- 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

Randall S. Blankenhorn,
Acting Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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 1-1-15)

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

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SWPPP82

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 255 (I-255), Project ACCMM-0255(402), Section Dist 8 ITS 2015-2, St. Clair County, Contract 76H30, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located along I-255, as follows:

1. from the existing ITS location at IL 015, approximately STA. 816+25, near MP 16.8, then
2. northward to the proposed ITS location at State St., approximately STA. 920+50, near MP19.0, then
3. northward to the existing ITS location at I-64, approximately STA. 1053+66, near MP 21.0.

DESCRIPTION OF PROJECT

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

Telephone Modem Removal

The existing MP 16.8 fiber optic modem, transformer, j-box w/ terminals and service pole shall be removed per REMOVE EXISTING ITS EQUIPMENT, as described in the special provision.

Equipment Removal

The existing equipment at MP 16.8 shall be removed per REMOVE EXISTING ITS EQUIPMENT, as described in the special provision.

Cabinet Modifications

The existing cabinets at MP 16.8 and MP 21.0 shall be modified per MODIFY EXISTING CONTROLLER CABINET TYPE A, as described in the special provision.

SM fiber optic backbone raceway and cable

The following shall be installed between the existing cabinet at MP 16.8, the proposed cabinet at MP 19.0, the existing cabinet at MP 21.0 and the Traffic Management Center (TMC):

1. HANDHOLE (of the material type and size), as described in the special provision,
2. UNDERGROUND CONDUIT, PVC, 4" DIA.,MULTI-DUCT., CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT, MULTI-DUCT and CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C, as described in the special provision,
3. ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C, and FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O. , as described in the special provision,
4. FIBER OPTIC UTILITY MARKER, as described in the special provision

Camera and detector on proposed structure w/ electric service

A proposed tower with camera lowering device, CCTV camera, digital encoders, surge protection, radar detector, and fiber optic communication equipment shall be installed in a proposed cabinet at MP 19.0 per:

1. LOCATE UNDERGROUND CABLE,
2. LIGHT TOWER FOUNDATION, 48" DIAMETER,
3. LIGHT TOWER, 80 FT, WITH CAMERA LOWERING SYSTEM, as described in the special provision,
4. JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 10"
5. CONCRETE FOUNDATIONS (SPECIAL) and CONTROLLER CABINET TYPE III, SPECIAL, as described in the special provision,
6. HANDHOLE (of the material type and size), as described in the special provision,
7. UNDERGROUND CONDUIT, PVC, 3" DIA.,
8. UNDERGROUND CONDUIT, PVC, 4" DIA. and FIBER OPTIC UTILITY MARKER, as described in the special provision,
9. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM, 3000 LAYER 2 SWITCH, ,SFP-GE-L SFP MODULE, WIRED COMMUNICATION DATA CONVERTER and RADAR VEHICLE DETECTION SYSTEM, as described in the special provision

Electric service for the MP 19.0 equipment shall be provided per:

1. LOCATE UNDERGROUND CABLE,
2. UNDERGROUND CONDUIT, PVC, 1 1/2" DIA
3. ELECTRIC CABLE IN CONDUIT, 600v (XLP-TYPE USE) 1/C NO. 6

TMC

The Traffic Management Center (TMC) shall receive SFP-GE-Z SFP MODULES per CLOSED CIRCUIT TELEVISION CAMERA SYSTEM, as described in the special provision.

The ITS equipment, as described above, shall be integrated with the existing system per WIDE AREA NETWORK, as described in the special provision.

Seeding, Mulching, Fertilizer and Nutrient Inlet And Pipe Protection

Existing vegetation shall be maintained and restored per:

1. SEEDING, CLASS 2A, as described in the special provision
2. NITROGEN FERTILIZER NUTRIENT
3. PHOSPHORUS FERTILIZER NUTRIENT
4. POTASSIUM FERTILIZER NUTRIENT
5. MULCH, METHOD 10

Erosion shall be mitigated with TEMPORARY EROSION CONTROL SEEDING and INLET AND PIPE PROTECTION.

ELECTRONIC SUBMITTAL OF EEO-LABOR REPORTS

Effective: January 2015

The prime contractor shall submit all required EEO-Labor Reports electronically by following the current version of the “Region 5 Electronic Reporting Protocol for EEO-Labor Reports” manual in lieu of mailing printed hard copies to the Regional Engineer. Each first and second tier subcontractor, (hereinafter referred to as “subcontractor”) may also submit their reports electronically, provided the prime contractor agrees and is included in the email submittal. If a subcontractor cannot submit their reports electronically, it is the responsibility of the prime contractor to scan and submit them electronically per this special provision. All Electronic reports must be submitted within the specified reporting time indicated in the manual. Reports will be considered late if found needing correction.

The “Region 5 Electronic Reporting Protocol for EEO-Labor Reports” manual covers the following EEO-Labor Report Procedures: report/form names, approved reporting file types, scanned file specifications, email addresses, email subject line formatting, file name protocol, examples, records retention and District contact information.

The manual may be downloaded from the IDOT Web site by following these steps:

- Open the IDOT Web site;
- On the Orange navigation bar located at the top of the page, Click on “Resources”;
- Then Click on “Manuals & Guides”;
- Scroll down the page and click on the manuals name
“Region 5 Electronic Reporting Protocol for EEO-Labor Reports”

If you are viewing this Special Provision using Adobe Reader, click on the link below to open the file:

[Region 5 Electronic Reporting Protocol for EEO-Labor Reports](#)

The manual outlines the steps a prime contractor may take to request a waiver from the District's EEO-Labor Section if they cannot comply with this special provision. If a prime contractor is granted a waiver, a signed hard copy of the reports must be received by the District Office within the time frame outlined in the manual.

This Special Provision must be included in each subcontract agreement.

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part. Compliance will be evaluated yearly and will be reflected in the Contractor yearly evaluation by the EEO-Labor section.

OFFICE COPY MACHINE

Effective: January 1, 1987

Revised: November 1, 2006

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

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

TELEPHONE ANSWERING MACHINE

Effective: January 11, 1990

Revised: November 1, 2006

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

- (1) Time/Day Indication - A computerized voice records the date and time that each message is received.
- (2) Beeperless Remote - Any remote touch-tone phone can be used to review all messages by the use of an access code.
- (3) Digital System - Pre-recorded and received messages are managed on separate cassettes.
- (4) Conversation Record - The operator can record any phone call.
- (5) Remote Turn-On - Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.
- (6) Full Message - The Caller is advised if the memory is insufficient to record the call.

- (7) Battery Back-Up - The settings and messages are protected from power failures.
- (8) Two-Line Capacity - Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

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

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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

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

701101	701106	701400	701401	701406	701411
701421	701428	701446	701456	701501	701601
701801	701901				

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

- Speed Display Trailer (BDE)
- Lane Closure Allowance
- Construction and Maintenance Sign Supports

LANE CLOSURE ALLOWANCE

The Contractor is allowed one (1) lane closure with no peak hour restrictions except Fridays. No lane closures are allowed Fridays from noon- midnight.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 701901 except as herein modified.

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

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

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

MAINTENANCE OF EXISTING ELECTRICAL DEVICES

Effective: Unknown

Revised: November 1, 2006

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

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

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

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

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

METROLINK CONSTRUCTION REQUIREMENTS

Metro will require a “power down” for the installation of the fiber optic cable conduit over the Metro catenary system. Work performed within Metro's Right of Way shall be done in accordance with the plans and MetroLink’s “Standard Operating Procedure” 101.17 Policy and Procedure for Work Performed on Metrolink R.O.W. and as directed by the Engineer.

The Contractor is to note that Light Rail Vehicles (LRVs) and Track Cars operate along the MetroLink tracks at all times.

The following requirements shall be met by the Contractor.

The Contractor shall provide submittals of equipment and protective shields that shall be used while working above the MetroLink to IDOT for review and approved by MetroLink; ie. erection & demolition plans and protective shield. No debris shall be allowed to fall onto the tracks or traction power system.

All otherwise unprotected work within MetroLink Operating ROW (20' from CL of either track) must be performed under flagging protection, including all work above live MetroLink wires or tracks. Flaggers shall be provided by the Contractor. Flagging kits are available for use at the 29th Street Yard in East St. Louis. The flagging kits will need to be returned to Metro each day of use. Equipment shall not be within 10' of any energized conductor or a power down will be required.

Nightly de-energizing of MetroLink's line is possible. Requests for energizing and de-energizing of MetroLink’s line, if needed, will be handled by IDOT. De-energizing will commence after the last evening train has passed through and authorization from the Controller. The line must be re-energized in time for the first morning train out. The working window available will only be from approximately 1:30 a.m. to 3:00 a.m. each weeknight the line is de-energized and is subject to change. This timeframe is so small because of the site’s proximity to the MetroLink 29th Street Yard.

MetroLink will work with the Contractor to schedule weekend track closure. This closure will be from approximately 1 a.m. Saturday to 3:30 a.m. Monday. The closure must be scheduled for a weekend free of special event days such as Cardinals/Rams/Blues home games, Race for the Cure, and other days as predetermined by MetroLink. It shall be the Contractor’s responsibility to obtain a schedule of special events from MetroLink. The Contractor shall be responsible for MetroLink’s cost to provide a bus bridge for any weekend closure. The cost for a bus bridge would be approximately \$60,000.

During weekend closures, the track must be protected with geotextile fabric, crane mats, layers of wood, etc. A track protection plan must be submitted to IDOT for review and approved by Metro.

All IDOT and Contractor employees are required to attend Metro's Tier 1 Training, and if required, Tier 2 Training for flagger training. The classes are held approximately two times per month at the Swansea Moose Lodge at no charge. Special classes for a fee can be scheduled. The Moose Lodge is located at 2425 N. Illinois Street in Swansea, Illinois. Contact George Gress for a copy of the scheduled classes.

The Contractor does not need to provide separate submittals to show equipment on the project. The equipment should be shown on the Job Hazard Analysis [JHA]. The Contractor shall submit a detailed work plan and JHA for all work within 20' of the centerline of the tracks and additional work that may be beyond the 20' but could impact the MetroLink operations, such as pile driving. The JHA shall be submitted to IDOT for review and approval by Metro prior to the start of the work. No debris shall be allowed to fall onto the tracks or traction power system.

George Gress or a delegate will be available at the job site as necessary to facilitate the Contractor's access to maximize windows of productive time. The contact person for MetroLink is:

Mr. George Gress
707 North First Street
St. Louis, MO 63102
Phone No.: (314) 982-1400
Email:ghgress@metroslouis.org

The Contractor is required to submit a dig ticket prior to the start of work within Metro's Operating Right of Way to identify Metro's utilities. The Contractor might be required to pot hole as directed by Metro if needed.

101.17 POLICY AND PROCEDURE FOR WORK PERFORMED ON METROLINK ROW

		MetroLink Operations			700 South Ewing Street • Saint Louis, Missouri 63103-2902	
Operating Operations	Procedure Department	SOP # 101.17	Date: April 8, 2009	Page 1 of 10 REVISION		
Title: WORK PERFORMED ON METROLINK RIGHT OF WAY						
Classifications: OCC – Rail Dispatchers – Maintenance of Way - Contractors						
Other Departments: Real Estate – Operation – Safety - Risk Management - Engineering & New Systems Development						
Issued by:  Chief of MetroLink Operations						
Supersedes: SOP 101.17 dated November 12, 2007						
<u>I. PURPOSE AND SCOPE</u>						
<p>The purpose of the following requirements is to maintain a safe environment and efficient transit system for MetroLink customers, employees and Contractors when work is being performed on the MetroLink Right-of-Way (ROW).</p> <p>The following procedures must be followed and all requirements fulfilled before permission will be granted to any individual or group requesting access to the MetroLink Right-of-Way (ROW) to perform work. This includes all work on, under, above, or adjacent to the MetroLink Right-of-Way that has the potential to impact train operations. MetroLink Right-of-Way is defined as Metro owned property along MetroLink's Light Rail System, including main line tracks, yard track, shop tracks, and stations. Work performed on the Right-Of-Way outside of the alignment or area where trains operate that will not impact train operations, e.g. park and ride lots etc., is excluded from the scope detailed in the following procedures.</p> <p>This procedure is applicable to Contractors and Metro Employees.</p> <p>MetroLink Land Maps defining Metro property lines and a MetroLink Alignment Schematic are available from the Maintenance Of Way (MOW) Department upon request.</p>						
<u>II. ATTACHMENTS/EXHIBITS</u>						
<p>EXHIBIT A: MetroLink - Contractor Right-of-Way Temporary Work Permit EXHIBIT B: Metro Permit Fee Schedule EXHIBIT C: MetroLink Alignment Schematic (available upon request) EXHIBIT D: Indemnification Agreement and Required Insurance Coverage EXHIBIT E: Metro Personnel Right of Way Work Permit (For Metro Employees Only) EXHIBIT F: MetroLink Rail Systems Department Employee Safety Standards (available upon request) EXHIBIT G: Operations Rule Book (available upon request)</p>						



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III. DEFINITIONS

Flag Person is a Tier 2 qualified Contractor or Metro Employee that is assigned as a dedicated flagger to protect work crews, personnel, and equipment working on or near the tracks to ensure safe passage of trains as described in SOP 103.04.

Fouling a Track means placement of an individual, material or equipment in such proximity to the track that the individual, material or equipment could be struck by a moving train or on-track equipment, or in any case is within 8' 6" from the centerline of nearest track.

Lookout is a Tier 2 qualified Metro employee who is qualified to provide warning to ROW workers of approaching trains or on-track equipment. Lookout should be equipped with the necessary equipment to warn ROW workers of approaching trains, as well as flagging equipment to be used if it is necessary to warn approaching trains. The Lookout's sole duty is to look for approaching trains or on-track equipment and provide advanced warning to employees before arrival of the trains or on-track equipment.

No Clearance Zone areas along the MetroLink Right of Way where there is not 8' 6" clearance from centerline of nearest track to nearest fixed object, e.g. wall, fence, bridge, steep embankment. Within these areas it is not possible for personnel to safely clear from fouling train movement. These areas are designated with reflective **No Clearance** signs on the right-of-way and by markings on the MetroLink Alignment Schematic.

Operating Right-of-Way (ROW) is the area within twenty (20) feet of the centerline of any track on the main line or yard.

Pilot is a Tier 3 qualified Metro employee assigned to facilitate track car or on-track equipment movement when the operator or driver is not qualified on the physical characteristics or rules of the portion of the alignment over which movement is to be made. The pilot will be responsible for the safe movement of on-track equipment for the work crew to which they are assigned.

Right-of-Way (ROW) is land, property and interests therein, acquired by the Agency.

Train Detection is a procedure by which a worker acquires ROW access safely by seeing approaching trains and leaving the track before the train arrives at the location at which they are working and which may be used only under certain conditions authorized by OCC.

IV. GENERAL REQUIREMENTS FOR ACCESS TO METROLINK RIGHT-OF-WAY

1. To access the MetroLink ROW all Contractor and Metro Employees must have a minimum of Tier 1 Safety Training and each work group must be accompanied by at least one person that is Tier 2 qualified to serve as a flag person or lookout.

For unforeseen work for short durations, MetroLink Operations may authorize unqualified persons access to the ROW if accompanied by a qualified Metro Lookout.



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- The work crew must have in their possession a copy of an approved work permit describing the work being performed. Contractor must also meet all additional requirements for ROW access described within this SOP and the referenced documents. Prior to the start of any proposed work the Contractor must submit a MetroLink - Contractor Right-of-Way Temporary Work Permit, and Metro Employees must submit a Metro Personnel Right of Way Work Permit. If Metro requires a detailed work plan, that plan must be approved prior to permit submittal. Once the work plan is approved, the permit can be submitted.

For unforeseen work for short durations, MetroLink Operations can authorize access to the ROW without an approved work permit.

Work permits are not required for LRV equipment maintenance performed on the mainline or in the yard & shops.

- Operators of track cars or on-track equipment must be Tier 3 qualified, unless a qualified Metro Pilot accompanies them. In that situation, the Operator must be at a minimum, Tier 1 qualified.
- A Metro Tier 3 qualified pilot must accompany Contractor track cars. The pilot is responsible to ensure the Contractor's track car and on-track equipment is operated in compliance with Metro operating and safety rules. The contractor requirement for the Metro pilot can be waived by Metro, if it has been determined that the Contractor's operator has sufficient experience with Metro operating and safety rules.

V. ROW SAFETY TRAINING QUALIFICATIONS

The following table summarizes the required ROW Safety Training necessary before any Contractor or Metro Employee will be allowed to perform any work on the ROW. Annual recertification is required for Tier 1, 2 & 3 Training.

Work or Duties	Training Required
Any work within MetroLink Right-of-Way	Tier 1
Flagging to protect work crews, personnel and equipment in the Right-of-Way	Tier 1, and Tier 2
Operating a track car on MetroLink	Tier 1, Tier 2, and Tier 3

If Metro employees are not qualified at a minimum Tier 2 (Flagging and Radio Use), they must be escorted by another employee qualified to Tier 2.

The Safety Department will maintain a list of ROW Safety Trained qualified persons and their level of qualification (e.g. Tier 1, 2, or 3). An updated list will be kept on file in the Rail Dispatcher's Office. Dates, times and locations of Training class can be obtained by contacting Metro Safety Dept. or MetroLink Operations.

VI. METRO REQUIREMENTS FOR CONTRACTOR

- Contractor must, if requested by Metro, submit a detailed work plan to MetroLink Operations to be



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reviewed and approved by MetroLink Operations, Maintenance of Way, and Safety. After acceptance of the work plan, Contractor will obtain, through the procedure defined in this SOP, an approved **EXHIBIT A: MetroLink - Contractor Right-of-Way Temporary Work Permit** before any work can be performed and they must have their Metro approved Permit available at all times on the work site.

2. Contractor may be required to reimburse Metro for all expenses as defined in EXHIBIT B: Metro Permit Fee Schedule. **Metro reserves the right to waive fees at its sole discretion.**
3. Method of payment from Contractor to Metro will be determined by Metro. All Metro expenses for a particular Contractor shall then be accumulated under the associated permit number.
4. Contractor will complete annual required ROW Safety Training as described in **Section V - ROW SAFETY TRAINING QUALIFICATIONS**. Annual recertification is required for Tier 1,2 &3 Training.
5. Contractors will immediately stop any work that deviates from their approved Right-of-Way Temporary Work Permit or detailed work plan submitted. Metro should be contacted and must approve any alternate work procedures.
6. Contractor work activities can be terminated immediately by MetroLink Operations, Maintenance of Way or Safety, at any time without notice. Typical conditions under which this may occur include, but are not limited to:
 - a) Failure to comply with any of the requirements identified in this SOP or other documents referred to within.
 - b) Safety related reasons.
 - c) Operations schedule-related reasons.
 - d) If work in progress deviates from the written work proposal approved by the Metro.
 - e) Flag person(s) not available.
 - f) Contractors' work interferes with the constant, continuous use of the tracks, property and facilities of MetroLink system, its employees, its customers or other Contractors working within the right-of-way.
 - g) Accidents, injuries, near misses, or vehicle damage.
 - h) Metro rule violations
7. All on track equipment (including Hi-Rail Vehicles) must meet Federal Register 49 CFR, Part 214 standards, related to Roadway Maintenance Machine Safety. Contractor will be required to submit a list of qualified operators and which Roadway Maintenance Machines that they are qualified to operate on Metro. The Contractor will provide, for Metro approval, documentation of their training and qualification process.
8. Contractor must satisfy all safety requirements including, but not limited to, those found in Exhibit F: METROLINK RAIL SYSTEMS DEPARTMENT EMPLOYEE SAFETY STANDARDS dated January 1996 and Exhibit G: MetroLink Operations Rule Book. Copies are available upon request from the MOW Department.
9. Under no circumstances will Contractor access tracks with vehicles, equipment, or machinery, without explicit written permission of Metro. Each individual working on the ROW is responsible to



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supply their own personal protective equipment, including a reflective safety vest, hard hat, safety glasses, and work shoes with less than 1/2 inch heels (open toe or heel shoes are prohibited).

10. These requirements should be followed for excavations:
 - Excavations to either side of tracks must be at least **twenty feet** from the centerline of track.
 - Excavation under, between or within the track structure or the removal of ballast is prohibited unless approved by Metro.
 - Under-track cable installations must be directionally bored using the following procedures.
 - A minimum depth of 8 feet below top of ties shall be maintained at all times or 8 feet below flow line of ditch, whichever is greater, must be maintained to top of conduit(s).
 - Conduit schedule Fiberglass Reinforced Epoxy (FRE) or equivalent is required.
 - Excavations within 5 feet of either side of buried MetroLink signal, power, and communication cables must be performed by hand digging and with MOW personnel present at the dig site.
 - When cable work is being performed parallel to MetroLink right-of-way, cables shall be laid at the same depth as MetroLink cables. The location of the cables shall be between MetroLink cables and the property line, **not** towards the track.
 - If cable locates are required the Missouri One Call System, Inc. locate procedure for Missouri and Julie, Inc. procedures for Illinois must be followed.

Note: Any deviation from these requirements will only be allowed with written consent from Metro.

11. Over-track crossings will be considered on a case-by-case basis. All over-track crossings must comply with both National Electric Safety Code (NESC) clearances and any MetroLink requirements imposed.
12. Contractor shall only enter MetroLink Right-of-Way with an approved Work Permit, unless otherwise approved by MetroLink Operations.
13. **Work performed by a Contractor on MetroLink Right-of-Way within 20 feet of the centerline of a main line or yard track will require a Temporary Restriction to be issued on the Daily Operating Clearance.**
14. If the Contractor is performing work outside of 20 feet of the center line of any main line or yard, and it is possible for equipment e.g. boom, or hoisted equipment etc, to foul the operating ROW or has potential of making contact with the catenary, a temporary restriction will be required.
15. The temporary restriction will require a dedicated flag person to provide flag protection for the work crew(s). Speed Restriction Signs will need to be posted to identify the work zone to approaching trains. Refer to SOP 103.04 for more information on flagging requirements.
16. In the event that the Contractor disturbs, or modifies Metro's property in any manner, the Contractor must restore the property to the same condition it was in before the Contractor performed work. Such restoration must be to the satisfaction of the Superintendent of Operations and the Superintendent of Rail ROW Maintenance. Contractor will be billed for all work required to restore property to original condition.



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17. Contractor must comply with all applicable federal, state, and local laws, regulations, and standards affecting their work.
18. As a limitation to any rights or licenses that may be granted to the Contractor, Metro reserves the right to use and maintain its entire property. This includes Metro's right to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, roadways, station platforms, signal, communication, fiber optics, power, or other wire lines, pipelines and other facilities upon, along or across any or all parts of its property. All or any of the above mentioned use and maintenance may be done at any time or times by Metro without liability to the Contractor or to any other party for compensation or damages.
19. The Contractor is required to comply with Metro's Exhibit D "Insurance Specifications for MetroLink Contractors"
20. Metro reserves the right to fully investigate all Contractor accidents, injuries, near misses, or vehicle damage and the Contractor and its employees agree to comply and assist Metro in all aspects of these investigations. This includes, but is not limited to, drug and alcohol testing, employee interviews, written reports, and requests for documentation.

Contractor employees who work on the MetroLink ROW will be required to comply with the Metro Drug and Alcohol Policy

VII CONTRACTORS PROCEDURE TO ACCESS METROLINK R O W

1. Contractor will request a Right-of-Way Work Permit packet of information from:

Control Center Manager
MetroLink Operations
 700 South Ewing
 St. Louis, MO 63103
 314-982-1400 X2851
rowworkpermits@metrolinkstlouis.org
 Fax 314-335-3429

2. MetroLink Operations will distribute SOP 101.17 with Exhibits A, B, and D to the Contractor. Contractor may request Exhibits C, F, and G. Exhibit E is for Metro employee use only.
3. Contractor then submits their Permit Application Fee and MetroLink Contractor Right-of-Way Temporary Work Permit (Exhibit A). All other required documents should be submitted a minimum of 14 days prior to their proposed start date. This may include a detailed work plan and project drawings, indemnification agreement and required insurance coverage as described in the Description of Insurance Specifications (Exhibit D).
4. MetroLink Operations distributes Permit and detailed work plan if required, to Real Estate, Risk Management and Safety Departments for approval and facilitates a pre-project planning meeting with Contractor(s).



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5. MetroLink Operations contacts Contractor with approval, permit number and necessary requirements for Tier 1-3 safety training. Permit numbers are assigned by MetroLink Operations as described in SOP 101.23.
6. Contractor completes required safety training:
 - Tier 1 Training: Persons working on or next to the MetroLink Right-of-Way.
 - Tier 2 Training: Flagging and Radio Use.
 - Tier 3 Training: Track Car Operation and Operating Rules

Notes:

1. *Contractors are required to be trained at a minimum of Tier 1 to enter ROW. All work performed by the Contractor on the operating ROW must be protected by a qualified flag person. An unqualified Contractor may be authorized to enter the alignment by Operations if escorted by a Metro Lookout.*
2. *Operators of track cars or on-track equipment on the MetroLink light rail system must be qualified to Tier 3, unless they are to be piloted by a qualified Metro Pilot (in this case, the Operator will be Tier 1 qualified at a minimum). A Metro Tier 3 qualified Pilot is required to direct the operation of Contractor's track cars and on-track equipment, unless otherwise approved by Metro.*
7. **Contractor track cars must be piloted by a Metro Pilot qualified to Tier 3 of safety training.** The pilot will communicate with OCC and control the movement of track cars or group of track cars assigned to a single work crew. The Metro Pilot will be responsible for the safe movement of the on track equipment or track cars. The Metro Pilot requirement may be waived by Metro if it is determined that the operator has sufficient training and experience on the MetroLink alignment to safely operate track cars and on-track equipment, and the Operator is Tier 3 qualified.
8. Contractor submits Right-of-Way Temporary Work Permit (Exhibit A) with permit number no later than **Wednesday 12 Noon**, prior to the week the work will be accomplished. Permit must be resubmitted every week during the length of the proposed project.

Note: If there is a Metro recognized holiday on Thursday, the work permits are due on Tuesday 12 Noon.

Note: If the project proposal changes significantly, a new MetroLink Right-of-Way Temporary Work Permit (Exhibit A) must be submitted. A new Permit Number will be assigned after the Permit is approved.
9. Contractor or a Metro Designee is required to attend weekly Track Allocation meeting scheduled for Thursday with MetroLink Operations and Maintenance of Way to respond to questions regarding proposed work. The Contractor's Metro Designee may represent the Contractor at this meeting if previously arranged.



MetroLink Operations

700 South Ewing Street • Saint Louis, Missouri 63103-2902

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Note: When the week includes a Metro recognized holiday on Thursday, the Track Allocation Planning meeting is scheduled for Wednesday.

All work requests are subject to Metro Approval

Note: Scheduling of work activities is subject to availability of Maintenance of Way, Operations and Safety personnel, as well as the effect it will have on customer service based on the impact the proposed work has on service quality and train schedules.

Restriction Times

Generally, work requiring a temporary restriction will be allowed to start at 7:30 AM daily. Some work will be restricted to the after revenue service hours approximately 1:30 AM to 3:30 AM.

10. Metro Project Manager or MetroLink Operations will provide the Contractor with a copy of their approved temporary permit (Exhibit A), which must be available on the project site at all times during work activities to confirm permission to occupy MetroLink Right-of-Way.
11. Contractor must contact OCC and request permission prior to accessing the ROW. OCC has authority over all activity along the ROW at all times.
12. Once work is complete, and the work area is cleared of materials, equipment, tools, and personnel, the Contractor must contact OCC to confirm that they are clear of the ROW.
13. Metro provides Contractor an invoice for appropriate fees upon completion of the work or on a monthly basis as necessary.
14. Contractor submits payments to the Metro Accounts Receivable.

VIII. METRO EMPLOYEE REQUIREMENTS AND PROCEDURE FOR ACCESS TO RIGHT-OF-WAY

This procedure is to be used by all Metro Departments to receive temporary permit access to Metro Right-of-Way.

1. Submit completed Exhibit E: Metro Personnel Right-of-Way Work Permit to MetroLink Operations.
2. Permits reviewed and approved at weekly Track Allocation meeting by MetroLink Operations and Maintenance of Way.
3. MetroLink Operations publishes the Final Track Allocation for the following week and all revisions.
4. For unforeseen work such as emergencies or to perform minor corrections or routine inspections, OCC can authorize a Tier 2 Qualified Metro Employee to access the track without an approved permit.



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5. Work performed by an employee on the Operating ROW within 20 feet of the center line of an in-service main line or yard track will require a Temporary Restriction be issued on the Daily Operating Clearance. Exceptions to the temporary restriction requirement for employees can be granted under the conditions listed in Item 6.

The temporary restriction requires a dedicated flag person be utilized to provide flag protection of the work crew(s). Speed Restriction Signs may need to be posted to identify the work zone to approaching trains. Refer to SOP 103.04 for more information on flagging requirements.

6. Work performed by Tier 2 qualified Metro employee does not require the issuance of a Temporary Restriction if one of the following Train Detection schemes is used:

a. Worker(s) Use Train Detection to Clear Operating ROW 15 seconds Prior to Arrival of Train
 Train approach warning shall be given in sufficient time to allow worker(s) to move to and occupy a prearranged place of safety outside of the Operating ROW (more than twenty (20) feet from the centerline of any track on the main line) not less than 15 seconds before a train moving at maximum authorized speed can pass the location of the worker(s).

The following four conditions must be met:

1. Where worker(s) are performing minor corrections or routine inspections.
2. Where no power tools or equipment are being used in hearing range of the worker(s).
3. Where worker(s) are performing tasks that allows them to be attentive to train movement.
4. Where the ability of the worker(s) to hear and see approaching trains is not impaired by background noise, lights, precipitation, fog, passing trains or other obstructions or physical conditions.

If all four conditions cannot be met, a Lookout must be assigned to provide the worker(s) warning of approaching trains.

Trains can pass the location of the worker(s) at maximum authorized speed if worker(s) have cleared outside the Operating ROW.

b. Worker(s) Use Train Detection to Clear From Fouling a Track 15 seconds Prior to Arrival of Train.
 Train approach warning shall be given in sufficient time to allow worker(s) to move to and occupy a prearranged place of safety so that employee(s) or equipment are not fouling any in-service track (more than 8' 6" from the centerline of nearest in-service track) not less than 15 seconds before a train moving at maximum authorized speed can pass the location of the worker(s).

The following four conditions must be met:



MetroLink Operations

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1. Where worker(s) are performing minor corrections or routine inspections.
2. Where no power tools or equipment are being used in hearing range of the worker(s).
3. Where worker(s) are performing tasks that allows them to be attentive to train movement.
4. Where the ability of the worker(s) to hear and see approaching trains is not impaired by background noise, lights, precipitation, fog, passing trains or other obstructions or physical conditions.

If all four conditions cannot be met, a Lookout must be assigned to provide the worker(s) warning of approaching trains.

Trains must pass the location of the worker(s) at restricted speed if worker(s) have cleared so that they are not fouling the track, but have not cleared off of the Operating ROW. OCC must contact a minimum of the next two approaching trains on the affected track before authorizing work or movement in this area. If work is for an extended time period, OCC will notify approaching trains as necessary to protect the workers.

7. Working in a No Clearance Zone.

WARNING

Areas marked as **NO CLEARANCE** do not provide sufficient space for worker(s) to move to and occupy a prearranged place of safety so that employee(s) or equipment are not fouling any in-service track (more than 8' 6" from the centerline of nearest in-service track) not less than 15 seconds before a train moving at maximum authorized speed can pass the location of the worker(s).

No Clearance Zone is an area along the Operating ROW where there is not 8' 6" clearance from centerline of nearest track to nearest fixed object, e.g. wall, fence, bridge, steep embankment. Within these areas it is not possible for personnel to safely clear from fouling train movement. These areas are designated with reflective "No Clearance" signs on the Operating ROW and by markings on the MetroLink Alignment Schematic.

To access a No Clearance Zone, a temporary restriction must be issued for BOTH tracks.

For unforeseen or emergency situations, OCC can authorize entry into No Clearance Zones for short durations without the issuance of a temporary restriction, but the following steps must be taken:

1. Train operation must be temporarily stopped on the track(s) in the area where the worker(s) will be located.
2. Normal Train operation in the affected area cannot resume until OCC is advised by the worker(s) that they are no longer fouling the track on which the train will operate.
3. Trains must pass the worker(s) at restricted speed, if personnel remain within the Operating ROW.

EXHIBIT A: TEMPORARY WORK PERMIT

Revised 4/08/2009

	Exhibit A	Permit #:	
MetroLink Contractor - Right of Way Temporary Work Permit			
<u>This permit must be submitted by 12 P.M. (noon) on Wednesday prior to the work week requested</u>			
email to: rowworkpermits@metrostlouis.org (if unable to email) Fax to: 314-335-3429 MetroLink Operations Control Center Manager 314-982-1400 x2851			
Company: _____		Date: _____	
Requester: _____		Email Address: _____	
Office: _____	Cell: _____	Fax: _____ (In Lieu of Email Address)	
Contractor's Metro Contact: _____			
Description of work to be performed and equipment and tools to be used:			
Will personnel or equipment be within 20ft. from center of nearest track at anytime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If within 20ft a Metro Qualified Flag Person will be required	Metro <input type="checkbox"/> Self <input type="checkbox"/>
Will work or equipment be within 10ft. of the closest overhead catenary wire at anytime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Will any excavating be performed (by hand or machine)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the work described above being performed under a METRO contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If excavating is being performed Dig Number must be provided	_____
Dates Work Performed:	Start Date: _____	Finish Date: _____	
Enter Time In 24hr. Format:	Start Time: _____	Finish Time: _____	
Work Location by MP:	From MP: _____	To MP: _____	
Track to be Accessed:	Track 1 Westbound <input type="checkbox"/>	Track 2 Eastbound <input type="checkbox"/>	Both Tracks <input type="checkbox"/> Off Track <input type="checkbox"/> Yard Track <input type="checkbox"/>
<small>I understand that before entering the MetroLink Right-of-Way, and prior to the start of any work, permission must be obtained from Operations Control Center (OCC) via a Metro issued portable radio on the appropriate Operations channel for my work location. I understand all workers and equipment must remain 20ft. or more from the center of the nearest track at all times, if at anytime 20ft. cannot be maintained a restriction is required and the Contractor is responsible for having a MetroLink Certified Flagperson present with speed boards in place. If Metro radio fails OCC should be reached by phone at 314-982-8870.</small>			
Metro Maintenance of Way Use Only			
ML Operations	Insurance Approved? Yes <input type="checkbox"/> No <input type="checkbox"/>	Tier Training Completed? Yes <input type="checkbox"/> No <input type="checkbox"/>	Initial: _____
Signal:	Cable Locate Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____
Comm:	Cable Locate Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____
Traction Power	Power Down Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____
Rail Fac. Maint:	Flagperson Scheduled? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____
Track:	Work is Approved? Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	Initial: _____
MetroLink Operations' Use Only			
Operations:	<u>Restriction</u> Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Speed Signs</u> Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Track Out of Service</u> Track # 1 <input type="checkbox"/> Track # 2 <input type="checkbox"/> Ewing Yd. <input type="checkbox"/> 29th St. Yd. <input type="checkbox"/>
	<u>Moving Crew</u> Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Single Track</u> Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
Operation Authorization Signature			Date

EXHIBIT B: METRO PERMIT FEE SCHEDULE

EXHIBIT B – Metro Permit Fee Schedule

Construction Access Permit Fees

A Construction Access Permit is required prior to outside parties commencing any underground, overhead, or surface work on the Metro's Light Rail System. Permit fees are based on the permit applicant's scope of work and Metro's labor and indirect costs. The fees listed are not comprehensive and Metro may apply other fees associated with the temporary access permit to Metro Right-of-Way as appropriate. Metro reserves the right to waive these fees as appropriate when in the best interest of the agency.

1. Permit Application Fee \$125.00

The Permit Application Fee is non-refundable and covers Metro's administrative costs associated with processing the Temporary Work Permit, which includes review of work plans, proof of insurance, and track allocation in accordance with SOP 101.17, Policy and Procedure for Work Performed on MetroLink Right-of-Way and SOP 101.23, Permit Numbers and Track Allocation. This fee is incurred on a project basis and will only be incurred once on a project regardless of duration.

2. MetroLink Safety Training

All Contractor employees that will perform work on the MetroLink Right-of-Way will be required to receive safety training from Metro. Training Sessions are regularly scheduled at a minimum of 2 times per month. Regularly scheduled training sessions are offered to contractor employees at no cost. If a contractor requires specially scheduled training classes, the following fees will apply. Fees are per class. There is a maximum of (15) fifteen students per class. Typical duration of class is also indicated below.

Tier 1 (1.5 hrs)	\$150.00
Tier 2 (2.0 hrs)	\$250.00
Tier 3 (2.0 hrs)	\$250.00

3. Power Up/Power Down Fee \$500.00

The Power Up/Power Down Fee is a daily fee, which covers the Agency's labor and non-labor costs for sectionalizing, de-energizing, and restoring the MetroLink Traction Power System to normal state. The Agency shall determine this requirement per SOP 104.01, Catenary Lockout Procedure.

4. Flagging Hourly Rate

The Flagging Service Fee is an hourly rate per flag person, which covers the Agency's labor and non-labor costs for providing flag person(s) along the MetroLink Right-of-Way.

Straight Time (Monday – Friday 7:00am – 3:30pm)	\$35.00/hr
Overtime Rate	\$50.00/hr

5. Lookout Hourly Rate

The Lookout Service Fee is an hourly rate per lookout, which covers the Agency's labor and non-labor costs for providing lookout(s) along the MetroLink Right-of-Way.

Straight Time (Monday – Friday 7:00am – 3:30pm)	\$35.00/hr
Overtime Rate	\$50.00/hr

6. Pilot Hourly Rate

The Pilot Service Fee is an hourly rate per pilot, which covers the Agency's labor and non-labor costs for providing pilots(s) to escort contractor track cars or work equipment.

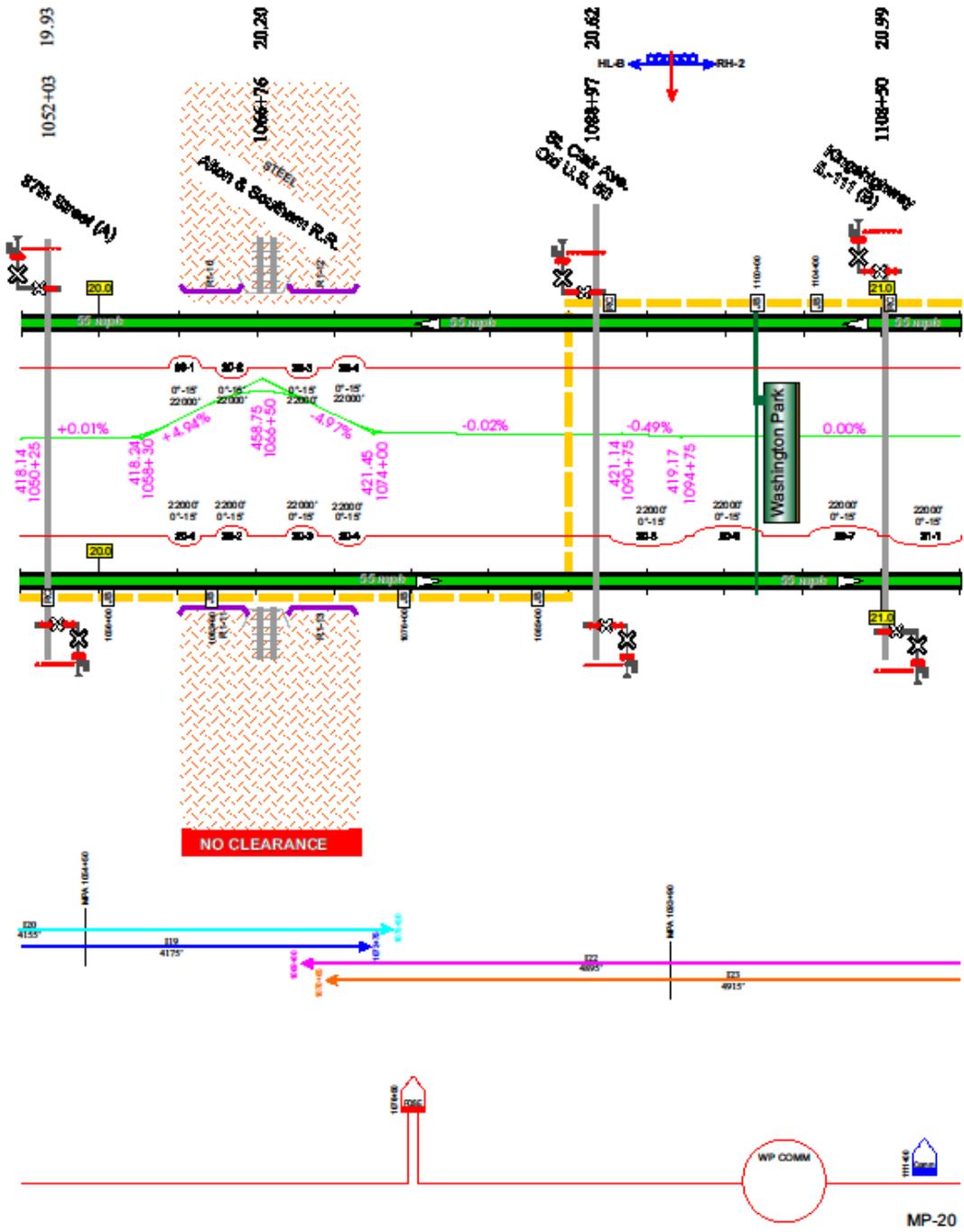
Straight Time (Monday – Friday 7:00am – 3:30pm)	\$35.00/hr
Overtime Rate	\$50.00/hr

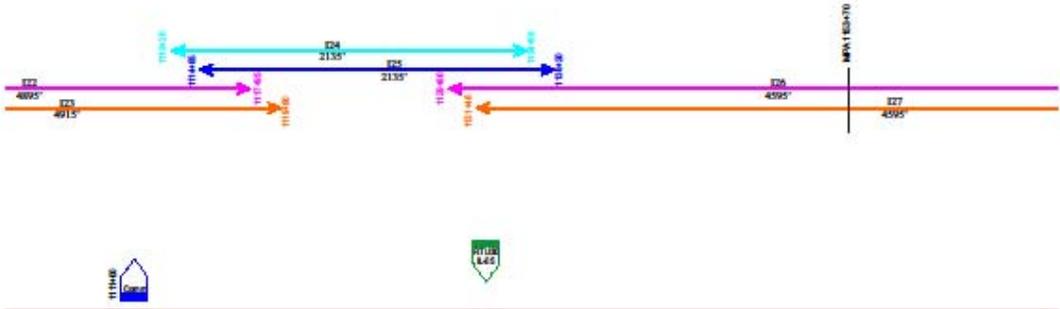
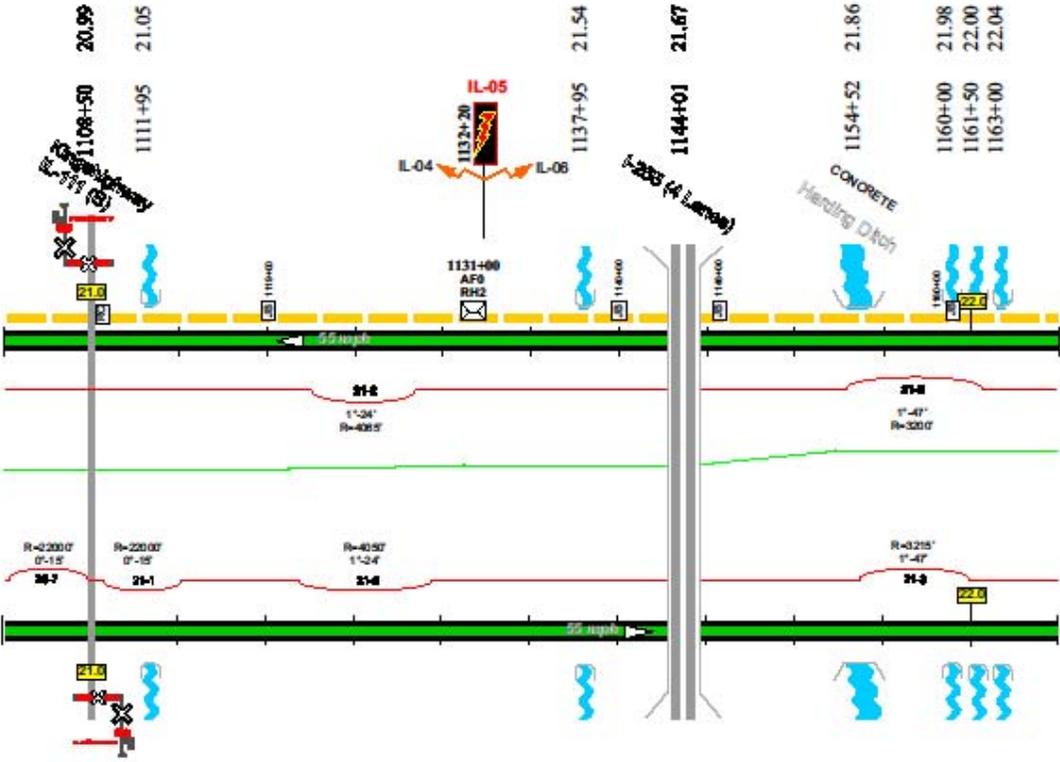
7. Bus Bridge Hourly Rate

The Bus Bridge Fee is an hourly rate, which covers the Agency's labor and non-labor costs for utilizing buses for customer transport during work on the MetroLink Right-of-Way. This fee will be determined on a case-by-case basis.

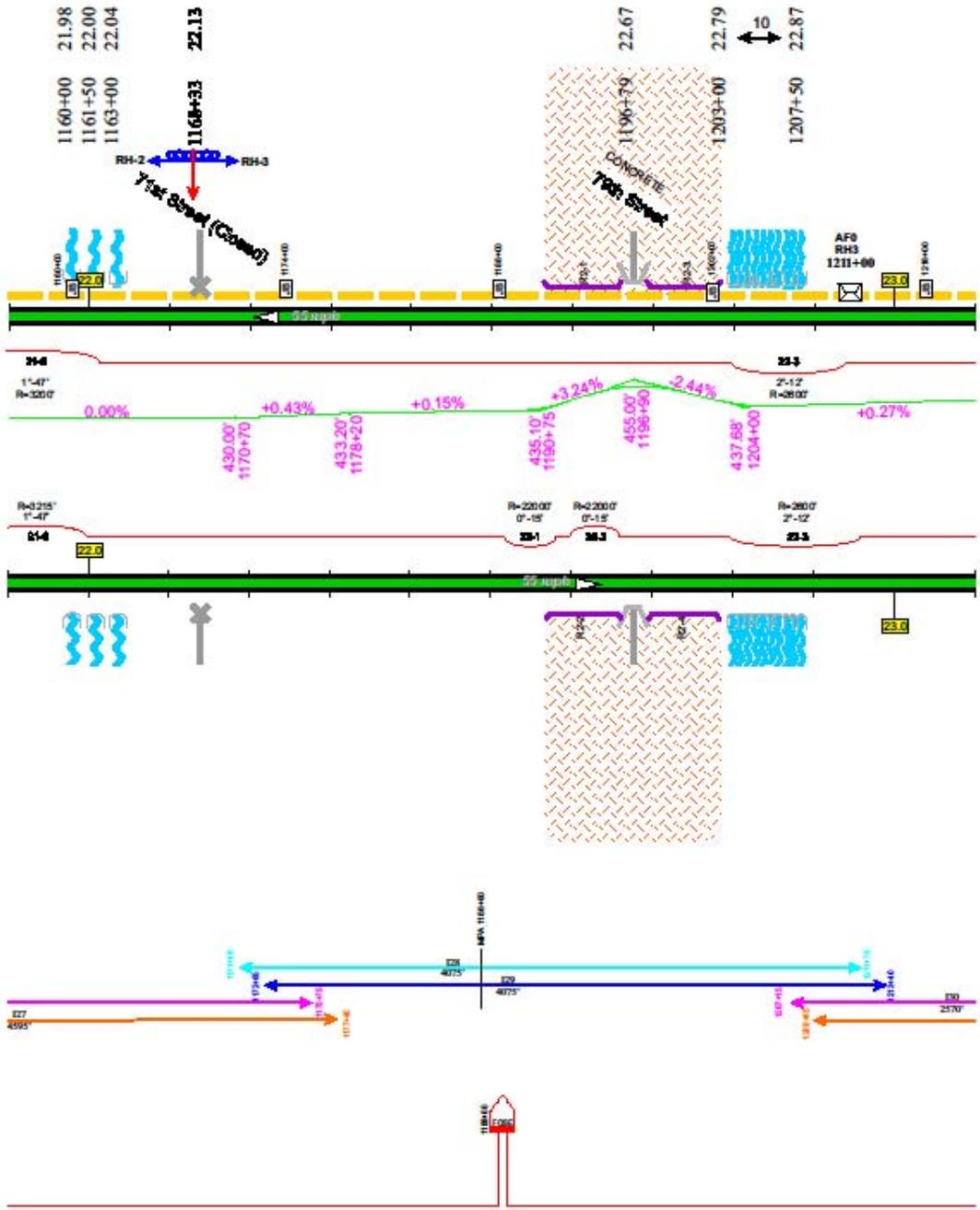
Revised August 1, 2006

EXHIBIT C: METROLINK ALIGNMENT SCHEMATIC

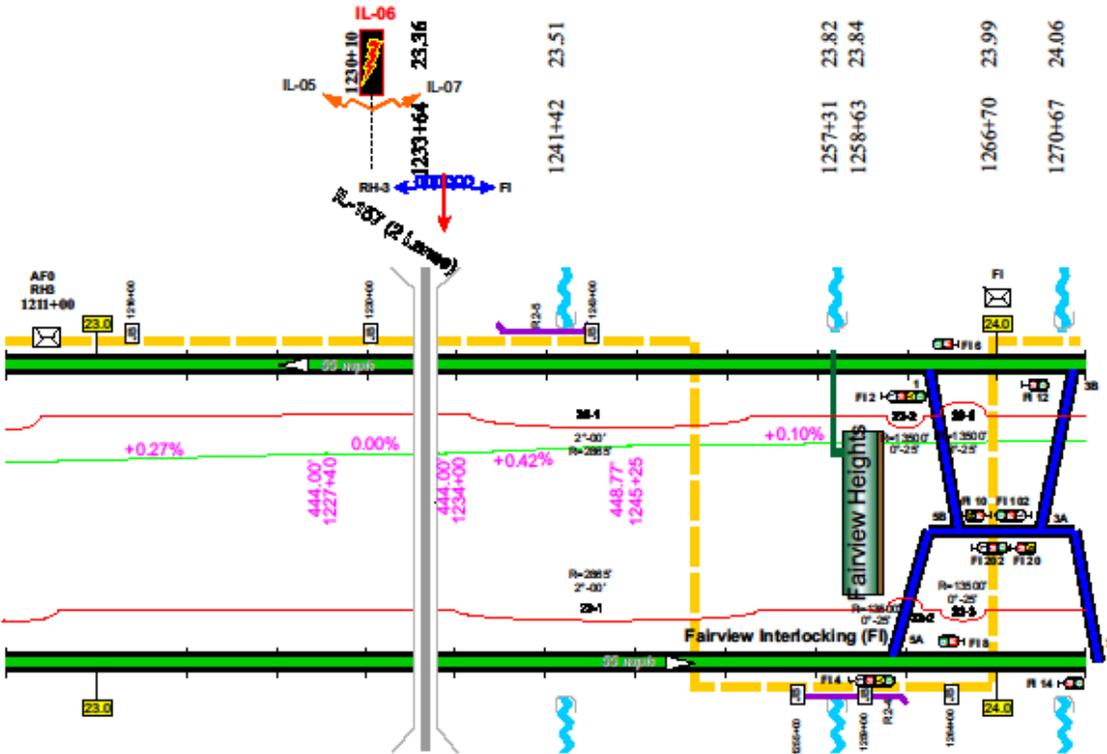




MP-21



MP-22



1257+31	23.82	1266+70	23.99
1258+63	23.84	1270+67	24.06

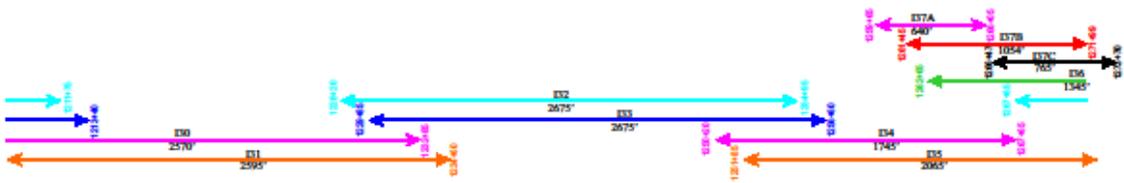


EXHIBIT D: INDEMNIFICATION AGREEMENT AND REQUIRED INSURANCE COVERAGE

April, 2002 EXHIBIT D

INDEMNIFICATION AGREEMENT
and
REQUIRED INSURANCE COVERAGE¹

SECTION 1. - INDEMNIFICATION

In accordance with the Agency's "Right-of-Entry" requirements and in exchange for the authorization to perform work on or near the MetroLink right-of-way, contractor agrees, to the fullest extent permitted by applicable law, to indemnify, defend and hold harmless the Agency and its commissioners, officers, officials, agents, and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, costs, or expense (including but not limited to attorneys' fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of Contractor's activities.

In the event a third party makes a claim or files a lawsuit against the Agency for injury or death to persons, for damage to property, or for costs associated with loss of business, caused in any way by the contractor's activities, the contractor shall defend such claims or suits, on behalf of the Agency at contractor's sole cost and expense.

Contractor further agrees to repair any damage or disturbance to Agency property caused by the contractor's activities or caused, in whole or in part, by its subcontractors, employees or agents. Such repairs must be completed in a manner approved by and within a time-frame defined by the Agency.

SECTION 2. - INSURANCE REQUIREMENTS

The contractor shall procure and maintain for the duration of its work on, under, or over the MetroLink right-of-way, a policy or policies of insurance for the protection of both the contractor and the Agency and its commissioners, officers, officials, agents, and employees. The Agency requires certification of insurance coverage from all contractors and subcontractors prior to commencing work on, under, or over the MetroLink right-of-way. Please carefully review the requirements outlined below.

IT IS RECOMMENDED THAT THE CONTRACTOR CONFER WITH ITS INSURANCE BROKER OR AGENT PRIOR TO SUBMITTING THE "METROLINK RIGHT-OF-WAY WORK REQUEST" TO DETERMINE THE AVAILABILITY AND APPLICABLE COST, IF ANY, OF CERTIFICATES, ENDORSEMENTS, COVERAGES, AND LIMITS REQUIRED.

SECTION 3 - MINIMUM SCOPE AND EXTENT OF COVERAGE

A. GENERAL LIABILITY

Commercial General Liability, ISO coverage form number CG 00 01 ("occurrence" basis or ISO equivalent).

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations;

¹ These insurance specifications are applicable only to contractors engaged by parties other than the Agency. For specifications applicable to Agency construction contract or maintenance contracts that require access to the track or ML ROW, please consult the Department of Risk Management.

EXHIBIT D – ML ROW INS REQUIREMENTS

Personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under INDEMNIFICATION above.

B. AUTOMOBILE LIABILITY

Business Automobile Liability Insurance, ISO Coverage form number CA 00 01 covering automobile liability, code 1 "ANY AUTO".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

Statutory Workers' Compensation Insurance for all states and jurisdictions where Contractor has work locations, a Broad form All States Endorsement for incidental contact, standard Employer's Liability Insurance, and coverage for U.S. Longshoremen's and Harbor Workers Act and FELA, where applicable.

D. RAILROAD PROTECTIVE LIABILITY

Railroad Protective Liability Insurance covering the work to be performed under this contract by the successful contractor if such work is to be performed on or adjacent to the Metro Link right-of-way. The policy form should be ISO CG 00 35 (06/90) or other equivalent RIMA/AASFTO approved form including coverage for "Physical Damage to Property" and coverage for pollution arising out of fuels or lubricants brought to the job site (i.e., ISO Form CG 28 31). If a Lloyd's or other similar "Claims Made" policy form is used, the Extended Claims Made Date shall be a minimum of two years past the expiration date of the policy.

Alternative: In many instances, it is possible for an organization to address this exposure by an endorsement to its commercial general liability policy *if it is not in the construction business per se or if it does not customarily work in proximity of a railroad right-of-way*. The applicable endorsement is CG 24 17 – Contractual Liability – Railroads. A copy of the endorsement must be attached to the required Certificate of Insurance.

SECTION 4. - MINIMUM LIMITS OF INSURANCE

A. GENERAL LIABILITY

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
\$2,000,000 annual aggregate.

B. AUTOMOBILE LIABILITY

\$2,000,000 combined single limit per accident for bodily injury and property damage.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form following Excess or Umbrella Liability policy.

C. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$500,000 limit per accident for Employer's Liability.

EXHIBIT D – ML ROW INS REQUIREMENTS

D. RAILROAD PROTECTIVE LIABILITY

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

\$6,000,000 annual aggregate (or \$2,000,000 if the aggregate applies only to claims and legal expenses which arise out of the activities under this contract).

SECTION 5. - DEDUCTIBLES AND SELF-INSURED RETENTIONS

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Agency. The Agency reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions as they would apply to the Agency, its commissioners, officers, officials, agents, and employees. Alternatively, the Agency may request the contractor to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

SECTION 6. - OTHER INSURANCE PROVISIONS & REQUIREMENTS

The respective insurance policies and coverage as outlined below must contain, or be endorsed to contain, the following conditions or provisions:

A. GENERAL LIABILITY

The Agency and its commissioners, officers, officials, agents, and employees shall be endorsed as additional insureds by ISO form CG 20 26 – ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION. As additional insureds, they shall be covered as to work performed by or on behalf of the contractor or as to liability which arises out of contractor's activities on, over, or under the MetroLink right-of-way.

B. GENERAL LIABILITY & AUTOMOBILE LIABILITY

Contractor's insurance coverage shall be primary with respect to the Agency, its commissioners, officers, officials, agents, and employees. Insurance or self-insurance programs maintained by the Agency shall be excess of the contractor's insurance and shall not contribute with it.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Agency or for any of its commissioners, officers, officials, agents, or employees.

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

The contractor and contractor's workers' compensation insurer shall agree to waive all rights of subrogation against the Agency, its commissioners, officers, officials, agents, or employees for claims, losses, or expenses which arise out of contractor's activities on, over, or under the MetroLink right-of-way.

D. RAILROAD PROTECTIVE LIABILITY

The Agency, its commissioners, officers, officials, agents, and employees are to be covered as named insureds or as additional named insureds with respect to work performed by or on behalf of the contractor or as to liability which arises out of contractor's activities on, over, or under the MetroLink right-of-way.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Agency, its commissioners, officers, officials, agents, or employees.

EXHIBIT D – ML ROW INS REQUIREMENTS

E. ALL COVERAGES

Each insurance policy required by the MetroLink right-of-way license shall contain a stipulation, endorsed if necessary, that the Agency's Director of Risk Management will receive a 30-day advance notice of any policy cancellation other than cancellation for non-payment of premium. Ten (10) days advance notice is required for policy cancellation due to non-payment of premium.

SECTION 7. - INSURER QUALIFICATIONS/ACCEPTABILITY

Insurance required hereunder shall be issued by an A.M. Best "A" rated, Class VII insurance company approved to conduct insurance business in the state(s) of Missouri and/or Illinois.

SECTION 8. - VERIFICATION OF INSURANCE COVERAGE

Prior to commencing work on, over, or under the MetroLink right-of-way, the contractor shall furnish the Agency with CERTIFICATE(S) OF INSURANCE and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements received by the Agency are subject to review and approval by the Agency's Director of Risk Management. The Agency reserves the rights to require complete, certified copies of all required policies at any time.

If the work on, over or under the MetroLink right-of-way will exceed one (1) year – or, if any of contractor's applicable insurance coverage expire prior to completion of the work – the contractor will provide a renewal or replacement certificate before continuing work on, over, or under the MetroLink right-of-way.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 105 and Articles 105.07 and 107.39 of the Standard Specifications for Road and Bridge Construction shall apply.

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

DOCUMENTATION

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

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

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

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

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

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

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

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

HANDHOLES

Add the following to Section 814 of the Standard Specifications:

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

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

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

All cable hooks shall be secured with a retaining nut tightened against the handhole concrete. This work shall be paid for at the contract unit price each for HANDHOLE, HEAVY-DUTY HANDHOLE, or DOUBLE HANDHOLE of the material type and size as specified.

CONCRETE FOUNDATIONS (SPECIAL)

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

1. The ground rod shall be ¾" X 12' long.
2. Four (4) ground rods shall be installed vertically in the concrete foundation and shall protrude 4" from the concrete foundation. Each of the four (4) ground rods shall be located inside of the controller cabinet and 3" diagonally from the cabinet corner.
3. A #6 AWG bare copper conductor shall be bonded to each rod with molded, sleeved, exothermic, N.E.C. approved field weld (Cadweld). One (1) of the rods and #6 AWG bare copper conductor shall be attached to the controller cabinet ground bus. The other unused ground conductors shall remain coiled along the bottom of the cabinet enclosure. The ground conductors shall be enough to reach ground bus. PRESSURE CONNECTORS OR CLAMPS ARE NOT ACCEPTABLE.

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

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

CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT, MULTI-DUCT

This work shall consist of furnishing and installing four (4) inch (nominally) bullet resistant fiberglass raceways, fittings, and accessories attached to structures according to applicable portions of Sections 811 and 1008 of the Standard Specification.

Conduit shall:

1. meet or exceed bullet resistant mechanical performance requirements,
2. have inner duct with four (4) inside diameter ducts (1.263" diameter, each, for Opticom, 1.19" diameter, each, for Carlon, or equivalent for others) and
3. typically, be UL listed for communication cable and fiber optic cable.

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

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

UNDERGROUND CONDUIT, PVC, 4" DIA, MULTI-DUCT

This work shall consist of furnishing and installing four (4) inch (nominally) conduit, fittings and accessories as part of raceway either laid in trench, or bored and pulled in place according to the applicable portions of Sections 810 and 1008 of the Standard Specifications.

Conduit shall:

1. meet or exceed Schedule 40 PVC mechanical performance requirements when trenched or plowed,
2. meet or exceed Schedule 80 PVC mechanical performance requirements when bored or pulled,
3. have inner duct with four (4) inside diameter ducts (1.263" diameter, each, for Opti-com, 1.19" diameter, each, for Carlon, or equivalent for others and
4. typically, be UL listed for communication cable and fiber optic cable.

The conduit shall comply with NEMA TC2 and TC3 except a 6" bell shall be acceptable. "NEMA TC10" shall be stamped on all conduit.

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

This work will be paid at the contract unit price per foot for UNDERGROUND CONDUIT, PVC, 4" DIA., MULTI-DUCT.

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

This work shall consist of furnishing and installing four (4) inch (nominally) conduit, fittings and accessories as part of conduit attached to structures according to the applicable portions of Sections 811 and 1008 of the Standard Specifications.

Conduit shall:

1. meet or exceed Schedule 40 PVC mechanical performance requirements,
2. have inner duct with four (4) inside diameter ducts (1.263" diameter, each, for Opti-com, 1.19" diameter, each, for Carlon, or equivalent for others and
3. typically, be UL listed for communication cable and fiber optic cable.

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

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

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

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

SEEDING, CLASS 2

In addition to the requirements of Section 250, when Class 2 seeding is done between March 1st and June 1st, the seed mixture shall also include 48 pounds per acre (55kg/ha) of Spring Oats. When Class 2 seeding is done between August 1st and November 15th, the seed mixture shall also include 56 pounds per acre (63kg/ha) of Balboa Farm Rye or 60 pounds per acre (67kg/ha) of Winter Wheat.

FIBER OPTIC UTILITY MARKER

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

The markers shall adhere to the following minimum specifications:

The marker shall be a cylindrical marker mounted on a 3.5" O.D. post.

The marker shall be comprised of polymer materials which are resistant to impact, ultraviolet light, ozone, or hydrocarbon damage. The post and marker shall remain impact resistant in temperatures of -20 degrees to 140 degrees F.

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

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

The marker graphics shall include the following:

On the red portion of the marker in the vertical direction it shall say "Buried Cables" above the symbol for "no digging". It shall have the same verbiage on the opposite side (180 degrees away). Ninety degrees (90^o) from this, on both sides, shall be the verbiage "Danger", also in the vertical direction.

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

557007.84.01F

Where:

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

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

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

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

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

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

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

REMOVE EXISTING ITS EQUIPMENT

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

MP 16.8

1. service installation, special
 - a. fiber optic modem w/ transformer
 - b. j-box w/ terminals and
 - c. service pole
2. controller cabinet
 - a. fiber optic modem
 - b. digital video encoder
 - c. channel service unit/data service unit and associated transformer
3. CCTV J-Box mounted on the existing sign structure
 - a. video transmitter / data transceiver and transformer
 - b. surge protection, circuit breaker and outlet

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

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

MODIFY EXISTING CONTROLLER CABINET TYPE A

This work shall consist as follows:

- A. Modify the MP 16.8 cabinet to accommodate the installation of:
 1. 3000 LAYER 2, as described in these special provisions
 2. SFP-GE-L SFP MODULE, as described in these special provisions
 3. SFP-GE-Z SFP MODULE, as described in these special provisions
 4. DIGITAL VIDEO ENCODER, as described in these special provisions
 5. CCTV SURGE PROTECTION, as described in the CLOSED CIRCUIT TELEVISION CAMERA SYSTEM. The cost of this work shall be included in the unit price of MODIFY EXISTING CONTROLLER CABINET TYPE A.
 6. fiber connector housing(s) and/or fiber connector housing panel
 7. cable connecting the existing CCTV system to operate on the 3000 Layer 2 Switch
- B. Modify the MP 21.0 cabinet to accommodate the installation of:
 - a. 3000 LAYER 2, as described in these special provisions
 - b. SFP-GE-L SFP MODULE, as described in these special provisions
 - c. DIGITAL VIDEO ENCODER, as described in these special provisions

The Contractor shall install all equipment as specified in the communications design and per the manufacturers' recommendations. Existing cabinet equipment shall be reinstalled as necessary for all required equipment to fit into the controller cabinet. The Contractor is responsible for protecting all equipment in the cabinet during installation and shall repair or replace any damaged equipment during the course of the cabinet modification. The Contractor shall use careful planning and preparation to ensure that existing equipment functionality down time is minimized. The Contractor shall submit a "Modify Existing Controller Cabinet plan" to the Engineer one week prior to turning off existing equipment for modification that details what work has been completed and is ready to be connected and what work remains to be completed prior to new system turn-on. This plan shall be approved by the Engineer prior to turning off any existing equipment.

The circuit breaker/surge suppression assembly shall be moved and/or upgraded in order to accommodate the installation of the other components. This assembly may remain in place (unchanged) if sufficient space and capacity is provided to the other components. Any removed equipment shall remain the property of the State of Illinois. Upon removal of the existing ITS equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Regional Complex, 1102 Eastport Plaza Drive, Collinsville, Illinois 62234, ITS Equipment Room #120B.

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

Each cabinet in the system shall be as identical as practical.

Basis of Payment: This work shall be paid for at the contract unit price each for MODIFY EXISTING CONTROLLER CABINET TYPE A.

CONTROLLER CABINET TYPE III, SPECIAL

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

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

The cabinet shall have:

Two (2) Power panel surge protection (EDCO SHA-1250 or approved equal) (one per phase)
One (1) Surge protection (Model ACP100 BWN3 or approved equal)
Two (2) GFCI receptacles
Four (4) circuit breakers (2-15Amp single pole, 1 15Amp double pole and 1-20Amp double pole main)
Single point ground
Heater lamp(s)
Fluorescent lamp(s)
Door locks & keys in accordance with the Article 1085.47(3)c (cabinet door shall be fitted with a number 2 Corbin lock)

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

The cost of equipment housed inside the cabinet shall be included in the pay item for CLOSED CIRCUIT TELEVISION CAMERA SYSTEM and the pay items for the communications equipment (Wired Communication Data Converter, vehicle detectors, layer 2 switch, MPEG encoders, and fiber termination panel).

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

This work shall be paid for at the contract unit price each for CONTROLLER CABINET TYPE III, SPECIAL

3000 LAYER 2 SWITCH

This work shall consist of furnishing, installing, testing and provide operation, setup, and maintenance training for a Layer 2 switch http://en.wikipedia.org/wiki/OSI_model, its associated power supply, and all power and data cables with termination hardware, as shown on the plans. The layer 2 switch shall be a Cisco Model Number IE Industrial Ethernet -3000-8TC http://www.cisco.com/en/US/prod/collateral/switches/ps5718/ps9703/data_sheet_c78-440930.pdf with its associated Cisco PWR-IE3000-AC power supply.

Testing shall be per the TRAINING AND INSTALLATION special provision.

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

SFP-GE-L SFP MODULE

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

Testing shall be per the TRAINING AND INSTALLATION special provision.

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

SFP-GE-Z SFP MODULE

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

Testing shall be per the TRAINING AND INSTALLATION special provision.

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

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

This work shall consist of furnishing and installing fiber optic cable in conduit as indicated on the plans per the applicable portions of Section 871 of the Standard Specifications and the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES special provision, which is included in these special provisions.

The cable shall be Corning Cable Systems ALTOS® fiber optic cable, Part Number 072EU4-T4101D20 or equivalent.

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

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

FIBER OPTIC TERMINATION IN CABINET

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

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

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

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

This work shall consist of splicing existing fibers, new fibers, and furnishing and installing distribution enclosures in field cabinets or buildings as indicated on the plans. The single mode fibers shall be spliced at each location per the schedule in the plans. All splices shall be fusion spliced in an environmentally controlled enclosure and no mechanical splicing shall be accepted. All fiber optic cabling shall be clearly labeled in accordance with UL 969, Marking and Labeling Systems.

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

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

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

FIBER OPTIC SPLICING IN CABINET

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

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

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

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

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

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

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

WIDE AREA NETWORK

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

1. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM
2. RADAR VEHICLE DETECTION SYSTEM
3. 3000 LAYER 2 SWITCH(S)
4. SPF-GE-L-SFP MODULE(S) (gigabit interface converters)
5. SPF-GE-Z-SFP MODULE(S) (gigabit interface converters)
6. FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O
7. TMC monitoring

Specific network configuration information will be made available to the successful bidder, and shall remain confidential.

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

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

- A. During construction, an Optical Domain Reflectometer (OTDR) shall be used to test splices and an OTDR and a 1-km launch reel (for single mode fiber) or a 300 km launch reel (for multi-mode fiber) shall be used to test pigtail connectors. Such construction tests shall be unidirectional and performed at both 1310 nm and 1550 nm for single mode fiber and at 850 nm and 1310nm for multi-mode fiber. The Contractor may substitute another fiber optic testing device for an OTDR if the device specifications, testing parameters, and reason for using this type of device are submitted for review and approval by the Engineer.
- B. If the loss value of two (2) connectors and the associated pigtail splice exceeds 1dB for single mode fiber or 2 dB for multi-mode fiber, then splice and re-splice until the loss value is as previously described.

- C. If the loss value for a splice, when measured in one direction with an OTDR, exceeds 0.15 dB, break the splice and re-splice until the loss value is 0.15 dB or less, provided that, not able to achieve a loss value of 0.15 dB after three total splicing attempts, then the maximum loss value shall be 0.3 dB.
- D. After end-to-end connectivity has been established on the fibers during construction the following shall be completed:
 - 1. bi-directional end-to-end tests
 - 2. test continuity to confirm that no fibers have crossed at any splice points
 - 3. record loss measurements using a light source and a power meter
 - 4. take OTDR traces and record splice loss measurements
- E. Bi-directional end-to-end tests and OTDR traces shall be performed at both 1310 nm and 1550 nm for single mode fiber and at 850 nm for multi-mode fiber. All losses for each splice point shall be measured, verified, and averaged in both directions.
- F. OTDR Equipment and Settings
The Contractor shall use OTDR equipment and settings that are in the Engineer's opinion, suitable for performing accurate measurements of the fiber.
- G. Acceptance Test Deliverables

The Contractor shall provide data sheets and computer media, in format that is readily accessible to the Department, containing the following information for the relevant fibers and cable segments for approval prior to connecting any fiber optic hardware:

- 1. Verification of end-to-end fiber continuity with power level readings for each fiber taken with a light source and power meter.
- 2. Verification that the loss at each splice point is below 0.3 dB.
- 3. The final bi-directional OTDR test data, with distances in a tabular format.
- 4. Cable manufacturer, cable type (buffer/ribbon), fiber type, cable reel number, number and distance of each section of cable between splice points.

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

WIRED COMMUNICATION DATA CONVERTER

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

It shall have the following physical and operating characteristics:

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

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

LIGHT TOWER, 80 FT. WITH CAMERA LOWERING SYSTEM

General Description

The camera lowering system shall be designed to support and lower the closed circuit television camera, lens, housing, PTZ mechanism, lowering cable, connectors and other supporting field components included in this contract without damage or causing degradation of camera operations. The camera lowering system device and the tower are interdependent; and thus, must be considered a single unit or system. The lowering system shall consist of a tower, suspension contact unit, divided support arm, and a tower adapter for attachment to a tower top tenon and camera connection box. The divided support arm and receiver brackets shall be designed to self-align the contact unit with the tower center line during installation and insure the contact unit cannot twist under high wind conditions. Round support arms are not acceptable. The camera-lowering device shall withstand wind forces per Article 1069.08 of the Standard Specifications. The lowering device manufacturer, upon request, shall furnish independent laboratory testing documents certifying adherence to the stated wind force criteria utilizing, as a minimum effective projected area (EPA), the actual EPA or an EPA greater than that of the camera system to be attached. The camera-lowering device to be furnished shall be the product of manufacturers with a minimum of three (3) years of experience in the successful manufacturing of camera lowering systems. The lowering device provider shall be able to identify a minimum of three (3) previous projects where the purposed system has been installed successfully for over a one-year period of time each. The camera lowering device shall be the [MG]² Model CLDMG2-HYP-080-ST-D or equivalent.

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

Suspension Unit Contact

The suspension contact unit shall have a load capacity 200 lbs. with a 4 to 1 safety factor. There shall be a locking mechanism between the fixed and moveable components of the lowering device. The movable assembly shall have a minimum of 2 latches. This latching mechanism shall securely hold the device and its mounted equipment. The latching mechanism shall operate by alternately raising and lowering the assembly using the winch and lowering cable. When latched, all weight shall be removed from the lowering cable. The fixed unit shall have a heavy duty cast tracking guide and means to allow latching in the same position each time. The contact unit housing shall be weatherproof with a gasket provided to seal the interior from dust and moisture.

The prefabricated components of the lift unit support system shall be designed to preclude the lifting cable from contacting the power or video cabling. The Contractor shall supply internal conduit in the tower for the power and video cabling if required by the Engineer. The only cable permitted to move within the tower or lowering device during lowering or raising shall be the stainless steel lowering cable. All other cables must remain stable and secure during lowering and raising operations.

The female and male socket contact halves of the connector block shall be made of thermosetting synthetic rubber known as Hypalon. The female brass socket contacts and the male high conductivity brass pin contacts shall be permanently molded into the Hypalon body.

The current carrying male contacts shall be 1/8 inches in diameter. There shall be two (2) male contacts that are longer than the rest which will make first and break last providing optimum grounding performance. The number of contacts shall be 14 and the camera mounted thereto, shall be capable of performing all of its necessary functions on 14 contacts or less.

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

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

The contacts shall be self-wiping with a shoulder at the base of each male contact so that it will recess into the female block, thereby giving a rain-tight seal when mated. The electrical contact connector must meet Mil Spec Q-9858 and Mil Spec I-45208.

Lowering Tool

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

Materials

All pulleys for the camera lowering device and portable lowering tool shall have sealed, self lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable with a minimum breaking strength of 1740 pounds with (7) strands of 19 AWG wire each or manufacturer's recommended breaking strength and wire size for use with an 80' tower installation.

All electrical and video coaxial connections between the fixed and lowerable portion of the contact block shall be protected from exposure to the weather by a waterproof seal to prevent degradation of the electrical contacts. The electrical connections between the fixed and movable lowering device components shall be designed to conduct high frequency data bits and one (1) volt peak-to-peak video signals as well as the power requirements for operation of dome environmental controls.

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

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

The Closed Circuit Television Camera System manufacturer shall provide weights and/or counterweights as necessary to assure that the alignment of pins and connectors are proper for the camera support to be raised into position without binding. The lowering unit will have sufficient weight to disengage the camera and its control components in order that it can be lowered properly.

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

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

Light Tower, 80 Foot Design

The light tower, 80 foot design shall be in accordance with the applicable portions of SECTION 835 and Article 1069.08 of the Standard Specifications so as to support the specified camera and accessories, except for:

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

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

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

Hex nuts and washers shall be according to Article 1006.08 of the Standard Specifications.

Each anchor bolt shall be supplied with two (2) hex nuts and two (2) flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.

Revise the second paragraph of Article 1069.08 (a) of the Standard Specifications to read:

“All tower shaft components shall be fabricated from high strength, low alloy, steel according to AASHTO M 270 (M 270M); ASTM A 595 (A 595M), GRADE A or B; ASTM A 1011 (A 1011M); ASTM A 606 (A 606M); ASTM A 588 (A 588M), or ASTM A 871 (A 871M) Grade 65, with a minimum yield strength of 50,000 psi (345,000 kPa).”

Anchor rods shall be according to Article 1070.02 of the Standard Specifications.

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

Basis Of Payment

This work shall be paid for at the contract unit price each for LIGHT TOWER, 80 FT. WITH CAMERA LOWERING SYSTEM.

CLOSED CIRCUIT TELEVISION CAMERA SYSTEM

This work shall consist of furnishing, installing, and placing into operation a closed circuit television camera system. All new equipment shall be compatible and interchangeable with the existing camera lowering system. The Contractor may replace the existing system at no cost to the Department.

All work required to modify the existing camera lowering system in order to install and integrate the new equipment, as referenced below, with the existing system is included in the unit cost of CLOSED CIRCUIT TELEVISION CAMERA SYSTEM. This system shall consist of the following equipment:

1. Color Camera (Sensormatic Speed Dome Ultra VII Day/Night Enhanced, RAS918LSI)
2. Digital Video Encoder (Impath i5110-E Encoder)
3. CCTV Surge Protection
4. Surge Arrestor (existing system - EDCO Inc., Model SHA-1250) and ACP100BWN3

The appropriate cables (electric and fiber optic), transformers, circuit breakers, surge arrestors, terminal strips, and receptacles (GFCI) required for a closed circuit television camera system are also included in this pay item.

Color Camera

Sensormatic Speed Dome Ultra VII Day/Night with Electronic Image Stabilization, RAS918LSI or equivalent. The camera shall include all necessary accessories to provide for complete installation. All accessories required to successfully complete the installation shall be included in the cost of CLOSED CIRCUIT TELEVISION CAMERA SYSTEM. The unit includes the features listed below and shall meet the performance requirements listed below:

1. 1/4" Charged Coupled Device image sensor
2. 230X total zoom
3. 23X optical zoom
4. 10X digital zoom
5. Auto/manual focus control
6. Auto/manual iris control
7. Manual Pan/Tilt Speed, 1 degree - 100 degree per second (based on zoom position)
8. Preset Pan/Tilt Speed, 220 degree per second, maximum
9. 470 lines of horizontal resolution
10. Sunshield
11. Manual/Automatic Wide Dynamic Range Modes
12. Light levels – 0.009 lux in black and white with open shutter
13. Privacy zone capability where it does not interfere with normal surveillance operations (only blocks out sensitive areas)
14. Camera must have capability to display direction on monitor (direction the camera is currently pointing and the direction in which it is moving)

15. Capability of up to 96 preset programmable positions

A. Environmental Enclosure: The environmental enclosure shall be a Sensormatic ADODH-CLR or equivalent and shall house and protect CCTV camera, lens, and pan and tilt unit from outdoor environment which the assembly must be designed to function in. The enclosure shall be a domed housing and meet or exceed the following requirements:

1. Configuration: The top of the enclosure shall be aluminum. The inside shall be flat black. The bottom of the enclosure shall be clear acrylic. The enclosure shall be fully watertight and weatherproof. No condensation shall develop at any time during the testing period for this contract.

The CCTV camera and zoom lens shall be mounted to insure that the enclosure will not obstruct the field of view of the CCTV camera. Sufficient clearance between the zoom lens extended to its furthest point of travel and the enclosure shall be provided to insure that mirroring will not occur.

The enclosure shall be constructed so as to minimize the effort required to remove the CCTV camera assembly for maintenance.

2. Heater: The enclosure shall be equipped with a heater or heaters controlled by a thermostat. This heater shall be powered at all times, and shall operate independently of the camera. The heater or heaters shall perform such that no condensation shall develop at any humidity level less than the 95%. Condensation shall also not occur at any time due to a sharp increase or decrease relative humidity.
3. Cable Entry and Mounting: Entry into the enclosure by power, composite video output, and remote CCTV camera control and monitor functions shall be via weatherproof UL listed connectors intended for outdoor use.

Each enclosure shall contain the pan and tilt unit within the dome. The enclosure shall provide a means of securely attaching the camera and lens.

- B. Pan and Tilt Units: A pan and tilt drive unit shall be supplied as part of the CCTV camera assembly and meet or exceed the following requirements:
1. Configuration: The pan and tilt unit shall be designed for outdoor applications and shall be constructed to allow maintenance of the unit without removal from the CCTV camera field location. All parts shall be corrosion protected.
 2. Mechanical: The pan and tilt unit shall have the ability to handle the proposed CCTV camera and lens load within the dome. The unit shall be capable of at least 96 settable and selectable preset position points and have the ability to attach alphanumeric character identification to each scene position point. The unit shall operate as follows:
 - a. Pan (Horizontal): 360 degrees (± 1 degree), at a proportionally variable rate to obtain new position
 - b. Tilt (Vertical): 2 degrees to - 90 degrees (± 1 degree) at a proportionally variable rate to obtain new position

The pan and tilt unit shall be equipped with a cable guard to prevent cable entanglement during combined pan and tilt operations.

The mounting base shall be designed for the CCTV camera and lens specified herein.

- C. Electrical: The unit shall have an input voltage of 115 VAC
1. Five - amp (10 million cycle rating) limit switches for pan and tilt shall be provided to guard against motor burn-out.
 2. The pan and tilt motor shall be two phase induction type, continuous duty with instantaneous reversal operation.

A 3.5 inch length of 1.5 inch NPT threaded pipe fitting for attaching the camera to a mount shall be included with each camera.

Digital Video Encoder

This work shall consist of the furnishing and installing an Impath i5110-E Encoder or equivalent. The unit includes the following features and shall meet the performance requirements listed below and must be compatible with the Impath VSG-1000 dual channel decoders at the TMC.

The encoder shall provide high quality digitized video over standard IP Ethernet networks using H.264 . Images shall encode in real-time and transmit up to 25/30 (PAL/NTSC) frames per second for full motion quality video for digital video surveillance applications using video compression.

The encoder shall encode the H.264 video input up to full resolution and full frame rate (i.e. up to DVD quality), assuring that a high quality video can be streamed to large monitors for optimal viewing while another stream is encoded at lower frame rate and resolution for lower bandwidth applications such as recording, wireless or Internet Streaming.

The encoder shall provide high availability. The enclosure shall be virtually “splash proof” and need no cooling fans for operating over extended temperature ranges, and shall be conformal coated to ensure maintenance free operation.

The encoder will have optional on-board analytics with configurable detection zones and tripwires capable of object detection and tracking with response control manager for start/stop streaming, TTL Transistor–transistor logic Output, and markup of JPEG Joint Photographic Experts Group method of lossy compression images.

The encoder will have optional memory for storing captured event video to onboard flash memory and MJPEG Motion JPEG (M-JPEG or MJPEG) is a video format video images will be able to be sent to FTP File Transfer Protocol servers for long term storage.

The encoder shall be capable of managing local or remote Telnet. Telnet is a network protocol used on the Internet or local area networks to provide a bidirectional interactive text-oriented communication facility, WEB Browser interface (HTTP Hypertext Transfer Protocol (HTTP) is an application protocol) and/or via 3rd Party SNMP Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". network management systems.

The encoder shall be complementary to the Impath i5110-ET series wherever hardware decoding is required.

Video

Protocol	ITU H.264 (ISO MPEG Moving Picture Experts Group (MPEG) is a working group of experts that was formed by ISO and IEC to set standards for audio and video compression and transmission -4 AVC H.264/MPEG-4 Part 10 or AVC (Advanced Video Coding) Baseline),
Resolution (D1/CIF/QCIF)	MPEG-2 , MPEG-4(SP), and MJPEG NTSC 720x480, 352x240, 176x120 PAL 720x576, 352x288, 176x144
Frame rate/Bit Rate	Constant and Variable to 30/25 fps 30kbps to 6Mbps (128kbps to 6Mbps MPEG-2)
Multi-Stream	Triple Streaming up to D1, 30/25fps Up to 10Mbps aggregate
Network Connections	User Configurable Unicast and Multicast
Video Input	Composite Video, 1.0Vp-p, 75 ohm, via BNC <u>BNC connector</u> (Bayonet Neill-Concelman), a type of RF coaxial cable jack

Network Interface	
LAN Interface	IEEE 802.3 Ethernet RJ-45, 10/100Base-T Auto-Sensing
Protocols	TCP, UDP, IPv4, IGMPv2, RTP, RTSP, DiffServ, SNMPv2, NTP, SAP/SDP, 802.1x (SSL, HTTPS), SMTP
Serial Data	
Format Serial,	Asynchronous
Connectors	2 Ports via DB9
Interface Protocol	Port 1RS232, Port 2 RS422/485
Data Rate	300bps to 115kbps
Audio	
Interfaces	Line In/Out via 3.5mm mini-jacks
Audio Standard	G.711
Mode	Bi-Directional Mono
I/O	2x TTL IN / 1 x Relay Out connections via TB
Time Synchronization	NTP/SNTP
Alarms	
Via SNMP Traps	Video Loss Detection, Video Motion Detection, Contact Sense
Management	
Factory Reset	External Reset Button
Local Status	LED Status Display
Console	Local via serial port / remote via Telnet
Web Browser	Microsoft IE ver. 6.0 or higher
Security	Multi-level - User Name & Password
Firmware	
Upgrade	Remote Flash Upload
3rd Party SNMP	MIBs <u>Management information base</u> , a computing information repository used by Simple Network Management Protocol supplied
Environmental	
Operating	
Temperature	-34 to +74C (-29 to +165F)
RoHS	
Restriction of	
Hazardous	
Substances	
Directive	
Compliance	EU Directive 20002/95/EC
Relative Humidity	5% to 95% Non-Condensing
Protection	PCB Conformal Coating
Power Requirements	
Input Voltage	10 to 14 VDC / Approx 12W
Physical	
Dimensions	6.62 x 4.26 x 8.85 cm (2.6" x 1.67" x 3.48")
(W x H x D)	
Weight	Approx. 0.3 Kg (10.6 oz)

Regulatory Approvals	
Emissions – EU	EN55022:1998 Class A, EN6100-3-2:1995 & EN6100-3-3:1995
North America	FCC47 CFR Part 15, Subpart B:1999
Australia/NZ	Class A
Immunity	AS/NZS 3548:1995 Class A EN55024

CCTV Video Surge Protection

Surge Arrestor supplied for this project shall be Atlantic Scientific Zone Barrier Series or equivalent and shall be compatible with the color camera and other cabinet equipment supplied on this project. One set shall be installed in the cabinet and one set installed in the camera housing.

Surge Arrestors

Surge Arrestor supplied for this project shall be EDCO Inc., Model SHA 1250 or equivalent. They shall be of modular design consisting of a permanently mounted and wired base, and a removable circuit package. They shall be designed, located, and installed in a manner permitting removal and replacement without affecting normal operation.

An additional surge arrestor Transtector Model ACP100BWR3 (or approved equal) shall be included to provide a second level of surge protection.

This work will be paid for at the contract unit price each for CLOSED CIRCUIT TELEVISION CAMERA SYSTEM.

RADAR DETECTION SYSTEM

This work shall consist of furnishing, installing, and placing into operation a “Wavetronix SmartSensor™ in High Definition (HD™)” or equivalent radar vehicle detection system. This system shall consist of the following components and adhere to the following:

A. MOUNTING LOCATION AND INSTALLATION

The radar detector shall be mountable on a new LIGHT TOWER, 80 FT. WITH CAMERA LOWERING SYSTEM at the MP 19.0 location.

The operation of the camera lowering device shall not be effected by the installation of the radar detector unit and vice versa. The height of the detector unit shall be determined per the manufacturer’s recommendation based on the lateral offset of the particular pole. The mounting height can be adjusted up to 3 feet in either direction to improve performance. The detector bracket shall be attached to the pole with stainless steel straps. Silicon dielectric compound shall be applied to the detector unit base before attaching it to the mounting bracket. Before tightening the bracket is should be aligned to +/- 2 degrees of perpendicular to the roadway and aimed at the detection area. A 25 pin connector cable is then attached to the unit. The connector cable should be strapped to the pole to prevent cable strain. The radar detector shall be connected to power and communication equipment in the same cabinet that will house the electronics for the CCTV camera. It shall be connected to a “Wavetronix Click! 200” or equivalent three-stage surge suppression device. A “Wavetronix Click! 201 120-240 VAC to 24 VDC” or equivalent power supply shall be used for power conversion. The surge suppressor and power supply shall be included in cost of this pay item. The radar detection system shall include all equipment and devices recommended by the manufacturer for proper operation.

B. FUNCTIONAL REQUIREMENTS AND OPERATION

The radar detection system shall be capable of either automatic configuration or manual configuration. The detector shall be capable of detecting up to ten (10) lanes of traffic simultaneously. The detection range shall be within a range of 9 feet to 250 feet. The detector shall be capable of measuring speed, occupancy, classification, and volume on the roadway. The unit must interface, communicate, and be fully compatible with the existing Wavetronix Data Collection System and Department’s Advanced Traffic Management System software. Any cost for additional work to ensure this full compatibility shall be included in the contract unit price of this pay item.

C. TRAINING AND INSTALLATION RADAR DETECTION SYSTEM

The suppliers of the RADAR VEHICLE DETECTION SYSTEM shall supervise the installation and testing of the equipment. A factory certified representative shall be present for the turn-on. In addition to the turn-on, the representative from the supplier shall be on-site for a minimum of two days. The representative shall work with the other suppliers and representatives.

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

The cost of providing the factory certified representative and training of Department of Transportation personnel shall be included in the contract unit price of this pay items.

D. WARRANTY

The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service.

All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two (2) weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service.

A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the 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.

This work shall be paid for at the contract unit price each for RADAR VEHICLE DETECTION SYSTEM, which price shall be payment in full for furnishing and installing a radar detection system compatible with installation procedures as described above, and including all cabling, surge protection and all ancillary hardware and materials, and all labor and incidental work necessary to complete this work.

TRAINING AND INSTALLATION

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

1. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM
2. RADAR VEHICLE DETECTION SYSTEM
3. LIGHT TOWER, 80 FT. WITH CAMERA LOWERING SYSTEM
4. 3000 LAYER 2 SWITCH(S)
5. SPF-GE-L-SFP MODULE(S) (gigabit interface converters)
6. SPF-GE-Z-SFP MODULE(S) (gigabit interface converters),
7. FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O
8. WIDE AREA NETWORK

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

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

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

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

WARRANTY

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

1. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM
2. RADAR VEHICLE DETECTION SYSTEM,
3. 3000 LAYER 2 SWITCH(S),
4. SPF-GE-L-SFP MODULE(S) (gigabit interface converters),
5. SPF-GE-Z-SFP MODULE(S) (gigabit interface converters),
6. FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O and
7. TMC monitoring

unless other warranty requirements prevail.

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

The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two (2) weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service.

A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two (2) years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the system.

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

FINAL SYSTEM ACCEPTANCE

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

A turn-on inspection shall not be considered successful until each item on the punch list has been corrected by the Contractor to operate according to the contract.

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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: January 2, 2015

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, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined 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 **15.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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. In accordance with Section 6 of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines 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 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) 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.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) 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 listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the 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. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (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 DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

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

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

LIGHT TOWER (BDE)

Effective: January 1, 2015

Revise the second paragraph of Article 1069.08(a) of the Standard Specifications to read:

“All tower shaft components shall be fabricated from high strength, low alloy, steel according to AASHTO M 270 (M 270M); ASTM A 595 (A 595M), Grade A or B; ASTM A 1011 (A 1011M); ASTM A 606 (A 606M); ASTM A 588 (A 588M), or ASTM A 871 (A 871M) Grade 65, with a minimum yield strength of 50,000 psi (345,000 kPa).”

Revise the first sentence of the seventh paragraph of Article 1069.08(e) of the Standard Specifications to read:

“The ring shall be equipped with an enclosed wire raceway and a stainless steel terminal box built according to NEMA Type 4X requirements for wiring of the luminaires.”

Revise the eleventh paragraph of Article 1069.08(e) of the Standard Specifications to read:

“Ring designs that incorporate liquidtight flexible nonmetallic conduit to the terminal box shall use stainless steel conduit fittings. Liquidtight flexible nonmetallic conduit shall be according to Article 1088.01(a)(4).”

Revise the third sentence of the seventh paragraph of Article 1069.08(f) of the Standard Specifications to read:

“Chains shall be stainless steel.”

Revise the first sentence of the first paragraph of Article 1069.08(g) of the Standard Specifications to read:

“Cables (wire rope) shall be manufactured from Type 304 or Type 302 stainless steel and shall be stranded assembly coated with a friction-limiting non-corrosive lubricant.”

Revise the second sentence of the second paragraph of Article 1069.08(g) of the Standard Specifications to read:

“Cables shall be manufactured and listed for compliance with military specification MIL-DTL-83420, Type 1, Composition B.”

Revise the third paragraph of Article 1069.08(g) of the Standard Specifications to read:

“Cable terminals shall be stainless steel whenever possible, shall be compatible with the cable, and shall be as recommended by the cable manufacturer. The terminals, swaging, etc., shall meet the requirements of military specification MIL-DTL-781. Stainless steel oval sleeves shall be according to military specification MS51844.”

Revise the second and third sentences of the first paragraph of Article 1069.08(m) of the Standard Specifications to read:

“The tower main breaker and the motor breaker shall be housed in a stainless steel NEMA Type 4 enclosure mounted on the inside of the handhole pocket door. The main and motor breakers shall have an external position indicating, trip free operating handle having padlock provisions and shall be labeled by two color engraved nameplates clearly marking the “RESET”, “ON”, and “OFF” positions.”

Revise the second paragraph of Article 1069.08(m) of the Standard Specifications to read:

“The main and motor circuit breakers shall be molded case, 2-pole, thermal magnetic, bolt-on type having a UL-listed interrupting rating of not less than 14,000 rms symmetrical amps at 480 V. The main breaker shall be sized for the motor but shall be a minimum of 30 A.”

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."

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted Contract 76F60 D-98-047-

Job C-98-057-14 I-255 ITS

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF TRAINS
Metro-Link. 707 North First Street. St. Louis Mo. 63102-2595	300 per/day	None

DOT/AAR: SN 080237

RR Mile Post: 21.8

RR Division: St. Louis

RR Sub: E. St. Louis

For Freight/Passenger Information Contact: Gerald Wittenauer
Senior Project Manager Phone (314) 568-5892

For Insurance Information Contact: Gerald Wittenauer

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

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

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

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

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015

Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

“The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides.”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Add the following to Article 701.15(l) of the Standard Specifications:

“(l) Speed Display Trailer. A speed display trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) Speed Display Trailer will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ± 1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 125 working days.

SWPPP



Storm Water Pollution Prevention Plan

Route <u>FAI 255</u>	Marked Rte. <u>I-255</u>
Section <u>Dist 8 ITS 2015-2</u>	Project No. _____
County <u>St. Clair</u>	Contract No. <u>76H30</u>

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Jeffrey Keirn
 Print Name
 Deputy Director of Highways Region Five Engineer
 Title
 Illinois Department of Transportation
 Agency

Signature
 1/23/15
 Date

I. Site Description:

- A. Provide a description of the project location (include latitude and longitude):
 The project is located along I-255 from IL 15 (Lat.= 38 degrees, 34.9 minutes N and Long.= 90 degrees, 6.5 minutes W) to I-64 (Lat.= 38 degrees, 37.2 minutes N and Long.= 90 degrees, 4.1 minutes W)
- B. Provide a description of the construction activity which is the subject of this plan:
 This project:
 - 1. Installs ITS equipment in a cabinet with a controller foundation and on a light tower with a light tower foundation at State St. and
 - 2. Interconnects ITS equipment located along I-255, approximately five (5) foot off the outer or median shoulder with conduits/cable and handholes, except that between the Summit Ave. bridge and the Metro/St. Clair Ave. bridge, conduit transversing "steep side slope" areas will be avoided to limit erosion. Therefore, conduit will run down the "side slope" to the "toe of the slope", run along the "toe of the slope", and then straight up the "side slope". Tree removal is required in this area, also.
- C. Provide the estimated duration of this project:
 125 working days
- D. The total area of the construction site is estimated to be 2.5 acres.
 The total area of the site estimated to be disturbed by excavation, grading or other activities is 2.5 acres.
- E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:
 0.50
- F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:
 See Attached "76H30 SWPPP Information"
- G. Provide an aerial extent of wetland acreage at the site:
 None

- H. Provide a description of potentially erosive areas associated with this project:
- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):
Soils will be disturbed within the construction area to the extent of the construction as described in Section B, above. The terrain is relatively flat and sediment should be controlled within a short distance of its generation location. The proposed grade generally shows sideslopes of 3:1 or flatter, except as described per Item B.2, above.
- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:
Illinois Department of Transportation Right-of-Way
- L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.
None
- M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:
Harding Ditch to Canal #1 to Mississippi River
- N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.
- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
- Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
 - Applicable Federal, Tribal, State or Local Programs
 - Other
1. 303(d) Listed receiving waters (fill out this section if checked above):
- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
 - b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
 - c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

P. The following pollutants of concern will be associated with this construction project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Antifreeze / Coolants |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input type="checkbox"/> Sodding |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the stabilization practices listed above will be utilized during construction:

Temporary erosion control seeding will be utilized as denoted in the Standard Specifications for Road and Bridge Construction

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Seeding will be performed after completion of construction activities.

- C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

- | | |
|--|--|
| <input type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input type="checkbox"/> Temporary Ditch Check | <input type="checkbox"/> Riprap |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the structural practices listed above will be utilized during construction:

Inlet and pipe protection will be placed at the upstream end of all proposed inlets to protect from sedimentation due to earth excavation (see plan schedule of quantities and erosion control plan sheets).

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Inlet and pipe protection will be removed and vegetation will be re-established with seeding and maintained by Operations

D. **Treatment Chemicals**

Will polymer flocculants or treatment chemicals be utilized on this project: Yes No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Grass and other vegetation cover will be re-established. The net result should not alter the contaminated runoff

F. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

The procedures and requirements will be the abovementioned IDOT specifications and Illinois Environmental Protection Agency's Illinois Urban Manual

G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management – Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal – Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities – Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals – Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

Additional Inspections Required:

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	<u>FAI 255</u>	Marked Rte.	<u>I-255</u>
Section	<u>Dist 8 ITS 2015-2</u>	Project No.	<u></u>
County	<u>St. Clair</u>	Contract No.	<u>76H30</u>

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

<u></u> Print Name	<u></u> Signature
<u></u> Title	<u></u> Date
<u></u> Name of Firm	<u></u> Telephone
<u></u> Street Address	<u></u> City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

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

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

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

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

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

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

* * * * *

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

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

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.