

# **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](mailto:DOT.D&Econtracts@illinois.gov)

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

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

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

## **BID SUBMITTAL CHECKLIST**

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: 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

# 120

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 12, 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. 76G12  
MADISON County  
Section 27T-9  
Route FAP 788  
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

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

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

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

**Contract No. 76G12**  
**MADISON County**  
**Section 27T-9**  
**Route FAP 788**  
**District 8 Construction Funds**

**This project consists of deep well and pump station improvements at the IL 3 Venice Pump Station.**

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



**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to 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)

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**CONTRACT NUMBER**

**76G12**

**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 5/33E-11.:

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

(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.

## RETURN WITH BID

### **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.

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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.

**TO BE RETURNED WITH BID**

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

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals 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 person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each 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 person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by 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 \_\_\_

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

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

(Note: Only one set of forms needs to be completed per 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.

## RETURN WITH BID

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

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

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

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

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

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

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

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(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

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

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(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

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

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(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

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

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(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

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

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(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

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

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**RETURN WITH BID**

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

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

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

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**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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... 2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information...

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. 76G12  
MADISON County  
Section 27T-9  
Route FAP 788  
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 if revisions are required.

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

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

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

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

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

**RETURN WITH BID**  
**Contract No. 76G12**  
**MADISON County**  
**Section 27T-9**  
**Route FAP 788**  
**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)  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

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

(IF A JOINT VENTURE)

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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



**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route \_\_\_\_\_

Section \_\_\_\_\_

Project \_\_\_\_\_

County \_\_\_\_\_

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

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

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

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

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

(Percent)                      (Dollar Amount)

**(4) Assurance**

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

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

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

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

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

\_\_\_\_\_ Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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



# PROPOSAL ENVELOPE



## PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## NOTICE

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

**Contract No. 76G12  
MADISON County  
Section 27T-9  
Route FAP 788  
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.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Subcontracting Company

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

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

**I. DISCLOSURES**

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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)**

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

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

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

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

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

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

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

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

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

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

---

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

---

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

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

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

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**RETURN WITH 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 \_\_\_

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

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

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**3 Communication Disclosure.**

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

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

**RETURN WITH 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.

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 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)



## 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. June 12, 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. 76G12  
MADISON County  
Section 27T-9  
Route FAP 788  
District 8 Construction Funds**

**This project consists of deep well and pump station improvements at the IL 3 Venice Pump Station.**

**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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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 788 (IL 3); Section 27T-9; Madison County; Contract No. 76G12 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### LOCATION OF PROJECT

The project is located in Venice at the intersection of IL 3 (Broadway) and Cedar Streets approximately 0.5 miles northeast of the McKinley Bridge over the Mississippi River.

#### DESCRIPTION OF THE PROJECT

This project consists of upgrading the IL Route 3 Railroad Underpass Storm Water Pump Station. The major pay items are as follows:

- Engineer's Field Office, Type A
- Mobilization
- Luminaire, Sodium Vapor, Multi-Mount, Photo-Cell Control, 150 Watt
- Pump Station Electrical Work
- Chain Link Gates (Special)
- Chain Link Fence, 8' (Special)
- Service Installation, Type A (Modified)
- Fence Removal

#### 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.

### **DISTRICT 8 NON-MANDATORY PRE-BID**

Any interested parties are encouraged to attend the non-mandatory, pre-bid walk-through that will begin on Wednesday, May 27, 2015, 10:00 a.m. in Venice, IL at the intersection of IL 3 (Broadway) and Cedar Streets approximately 0.5 miles northeast of the McKinley Bridge over the Mississippi River, Illinois for FAP 788 (IL 003), Section 27T-9, Madison County.

Each perspective bidder shall be allowed one (1) representative to attend the tour. Each person is required to provide their own hard hat, safety shoes, eye protection and OSHA Permit-Required Confined Spaces (29 CFR 1910.146) Training Certification prior to beginning the tour. No photographs will be allowed during the tour of restrictive property.

Members from the Department will be present to facilitate the tour only. Inquiries regarding the contract plans and special provisions will be addressed per the bid invitation instructions.

**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.

## **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.

## **CONFINED SPACE ENTRY**

The existing pump station sump is considered to be confined space. The Contractor shall comply with all OSHA requirements relative to confined space entry. An oxygen deficient, toxic, explosive or flammable atmosphere may exist within this confined space. Atmosphere testing shall be conducted prior to entry and continuously while employees are working within a confined space. The Contractor shall inform the Owner of who will serve as the rescue responder in an emergency and what system will be used to notify the responder that an emergency exists. Compliance with this provision shall be considered included to the contract and no additional compensation will be allowed.

## **MINIMUM DEWATERING REQUIREMENTS**

The Contractor is advised that his construction operation will be restricted as the Department maintains operation of the existing deep well system in order to maintain minimum drawdown.

The Department will continuously monitor the dewatering system and water level at this location.

FAP Route 788 (IL 3)  
Section 27T-9  
Madison County  
Contract No. 76G13

Other than the switch over period, all seven (7) dewatering pumps must be available for use at all times. This system is currently operated based on a minimum drawdown below the existing pavement.

The Contractor shall notify and receive written approval from the Owner 48 hours prior to any power interruption to the pump station.

Contractor shall have a 150 KW generator on site during all power outages impacting the wells. Owner and Engineer will provide Contractor with determination of whether well operation is required during the power outage and contractor is responsible for connecting the Owner designated well to the generator.

The initial power outage is limited to 72 hours during this time the contractor shall:

- 1) Remove existing well pump MCC
- 2) Coordinate with utility to install new metering equipment and service neutral conductor
- 3) Install new MCC, test MCC and connect well pump feeders to new MCC
- 4) Energize new service

The existing generator serving the storm water pump shall remain operational during initial power outage. If storm water pump operation is required during the power outage, power shall be supplied by the existing generator.

The storm water pumps shall be connected to the new MCC within 48 hours following energizing of the new electrical service. If rain is forecasted during the initial 48 hours following energizing of the new electrical service, the storm water pump switchover may be delayed with the written approval of the Owner and Engineer.

The Contractor shall be responsible for operating the storm water pumps manually whenever automatic control of the pumps is not available from either the existing or proposed control systems.

The proposed generator shall be connected to the proposed MCC and made operational within one week of the storm water pump switchover.

The Contractor shall take into account the requirements of and the restrictions to the Contractor's operations, as herein specified, in submitting the contract unit price for the various items of work involved as no additional compensation will be allowed for any costs incurred or for delays to the Contractor's operations as a result of compliance with this provision.

## GENERAL REQUIREMENTS

### SECTION 1A - SUMMARY OF WORK

#### 1. GENERAL:

##### 1.1 General Work

1.1.1 The requirements of the Special Provisions and Division 1, General Requirements, shall apply to all Pump Station Electrical Work.

1.1.2 The Pump Station Electrical Work shall include, but not be limited to, the following removal items:

- (a) Removal and disposal of Cummings Onan 12v battery float charger.
- (b) Removal and salvage of Cummings Onan automatic transfer switch, 3Ø, 480v, 225amp.
- (c) Removal and disposal of Cutler Hammer 3Ø main breaker, 250amp max.
- (d) Removal and disposal of General Electric 8000 well pumps 1-7 motor control center.
- (e) Removal and disposal of elapsed time meters for pumps 1-7 and associated wiring.

- (f) Removal and disposal of dial timer for exhaust fan and associated wiring.
- (g) Removal and disposal of Square D hand/off/auto control box for exhaust fan and associated wiring.
- (h) Removal and disposal of existing exhaust fan and damper. The existing weatherhood to remain.
- (i) Removal and disposal of Westinghouse motor control center. Removal existing concrete pad (if present), cutting of conduits flush with floor and filling with grout.
- (j) Removal and disposal of Markel ceiling mounted heater, 3Ø, 480v, 15kw with wall thermostat.
- (k) Removal and salvage of Healy Ruff bubbler control panel.
- (l) Removal and salvage of Chatterbox dialer panel. Cabinet to remain.
- (m) Removal and disposal of interior wall and ceiling mounted light fixtures.
- (n) Removal and disposal of existing intake louver. Existing weatherhood to remain.
- (o) Removal and disposal of all exposed conduit that will not be re-used.

1.1.3 The Pump Station Electrical Work shall include, but not be limited to, furnishing and installing the following items:

- (a) Motor control center 480v, 800a, 3Ø, 4w, NEMA 12.
- (b) Exhaust fan with backdraft damper.
- (c) Ceiling mounted 15kw, 480v unit heater with wall mounted thermostat.
- (d) 800A automatic transfer switch 3-pole w/ solid neutral.
- (e) 800A fusible disconnect NEMA 4.
- (f) Current transformer cabinet and meter per electrical utility requirements.
- (g) Dialer panel located in existing Healy-Ruff enclosure.
- (h) New air intake louver with actuated damper.
- (i) Stormwater pump float control panel and floats
- (j) Floor penetration for flexible cord access to float controls.
- (k) Generator battery charger, connected to existing branch circuit.
- (l) Generator annunciator panel.
- (m) Linear and wall mounted light fixtures.
- (n) GFCI receptacles.
- (o) Steel tread plates at floor penetration openings.

1.1.4 The Pump Station Electrical Work shall include, but not be limited to, removing, inspecting, servicing, and reinstalling the following items:

- (a) Two submersible storm water pumps (Flygt 3201.180).

1.2.3 Electric service connection shall be paid under pay item Pump Station Electrical Work.

#### 1.4 Scope of Work

1.4.1 It is the intent of these Special Provisions, together with the Contract

Drawings and referenced Standard Specifications, to define the work required for rehabilitation of the pump station and to maintain operations of the existing pump station facility during rehabilitation. No portion of the work required to provide a coordinated complete installation may be omitted even though not expressly specified or indicated.

1.4.2 This work shall be paid as part of the Contract lump sum price for PUMP STATION GENERAL WORK, which shall be payment in full for the work described herein.

(1.5 thru 1.7 Reserved)

## 1.8 Submittals

1.8.1 Except as specified elsewhere herein, materials and equipment shall be in conformance with the requirements of Section 106 of the Standard Specifications. All iron and steel products which are incorporated into the work shall be domestically manufactured, or produced, or fabricated. The Contractor shall provide documents certifying domestic source. Also all coating (epoxy, galvanizing, painting) shall be domestically applied.

1.8.2 Materials and equipment shall be the products of established and reputable manufacturers and shall be suitable for the service required. Unless otherwise specifically indicated, all materials and equipment shall be new. The Contractor is obligated to conduct his own search into the timely availability of the specified equipment and materials to ensure that they are in strict conformance with the contract documents and that delivery schedules are compatible with project time constraints. Materials or equipment items which are similar or identical shall be the product of the same manufacturer. The cost of submittals, certifications, any required samples, and similar costs shall not be separately paid for but shall be included in the pay item bid price for the respective material or work.

1.8.3 All equipment, products and materials incorporated in the work shall be submitted for approval.

1.8.4 Specific submittals required for individual elements of work are specified in the individual Specification sections. Except as otherwise indicated in Specification sections, requirements specified herein shall be complied with for each indicated type of submittal. Procedures concerning items such as listing of manufacturers, suppliers, subcontractors, construction progress schedule, schedule of Shop Drawing submissions, bonds, payment applications, insurance certificates, and schedule of values are specified elsewhere.

### 1.8.5 Work-Related Submittals

(a) Substitution or "Or Equal" Items include material or equipment Contractor requests Engineer to accept, after Bids are received, as substitute for items specified or described in Specifications by using name of a proprietary item or name of particular supplier.

(b) Shop Drawings include technical data and drawings specially prepared for this Project, including fabrication and installation drawings, diagrams, actual performance curves, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form. Standard information prepared without specific reference to the Project is not considered a Shop Drawing.

(c) Product Data include standard printed information on manufactured products and systems that has not been specially prepared for this Project, including manufacturer's product specifications and installation instructions, catalog cuts, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.

(d) Samples include both fabricated and manufactured physical examples of materials, products, and units of work, partial cuts of manufactured or fabricated work, swatches showing color, texture, and pattern, and units of work to be used for independent inspection and testing. Mock-ups are special forms of samples which are too large or otherwise inconvenient for handling in manner specified for transmittal of sample submittals.

(e) Miscellaneous Submittals are work-related submittals that do not fit in the previous categories, such as guarantees, warranties, certifications, experience records, maintenance agreements, Operating and Maintenance Manuals, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, and similar information, devices, and materials applicable to the Work.

#### 1.8.6 Scheduling

(a) A preliminary schedule of shop drawings and samples submittals shall be submitted for approval, in duplicate.

(b) Each submittal shall be prepared and transmitted to the Engineer sufficiently in advance of scheduled performance of related work and other applicable activities.

(c) Within 60 days of the contract award, the Contractor shall submit, for approval, complete manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated equipment). Submittals need not include all project equipment and materials in one submittal, however, the submittals for the equipment and materials for each individual pay item shall be complete in every respect. Partial submittals may be returned without review. The Contractor may request, in writing, permission to make a partial submittal; the Engineer will evaluate the circumstances of the request and may accept to review such partial submittal.

However, no additional compensation or extension of time will be allowed for extra costs or delays incurred due to partial or late submittals.

1.8.7 Each submittal shall be accompanied by a transmittal containing the following information: (4 copies of each submittal are required)

- (a) Contractor's Name
- (b) Supplier's Name
- (c) Manufacturer's Name
- (d) Date of submittal and dates of previous submittals containing the same material
- (e) Project Route/Name
- (f) Section
- (g) Submittal and transmittal number
- (h) Contract identification
- (i) Identification of equipment and material with equipment identification numbers, motor numbers, and Specification section number Variations from Contract Documents and any limitations which may impact the Work Drawing sheet and detail number as appropriate
- (j) Variations from Contract Documents and any limitations which may impact the Work
- (k) Drawing sheet and detail number as appropriate

1.8.8 Exceptions, Deviations, and Substitutions

- (a) In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing. In general, substitutions must demonstrate that the proposed substitution is superior to the equipment or material required by the Contract Documents. No exceptions, deviations, or substitutions will be permitted without approval.
- (b) Data for items to be submitted for review as substitution shall be collected into one submittal for each item of material or equipment.

(c) Request shall be submitted with other scheduled submittals for the material or equipment allowing time for Engineer to evaluate the additional information required to be submitted. If Contractor requests to substitute for material or equipment specified but not identified in Specifications as requiring submittals, substitution submittal request shall be included in Submittal schedule and submitted as scheduled.

#### 1.8.9 Shop Drawings

(a) Shop drawing information shall be newly prepared and submitted with graphic information at accurate scale. The name of manufacturer or supplier (firm name) shall be indicated. Dimensions shall be shown and clearly noted which are based on field measurement; materials and products which are included in the Work shall be identified; revision shall be identified. Compliance with standards and notation of coordination requirements with other work shall be indicated. Variations from Contract Documents or previous submittals shall be highlighted, encircled or otherwise indicated

(b) The following information shall be included on each drawing or page:

- 1) Submittal date and revision dates.
- 2) Project name, division number and descriptions.
- 3) Detailed specifications section number and page number.
- 4) Identification of equipment, product or material.
- 5) Name of Contractor and Subcontractor.
- 6) Name of Supplier and Manufacturer.
- 7) Relation to adjacent structure or material.
- 8) Field dimensions, clearly identified.
- 9) Standards or Industry Specification references.
- 10) Identification of deviations from the Contract Documents.
- 11) Contractor 's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
- 12) Physical location and location relative to other connected or attached material at which the equipment or materials are to be installed.

(c) An 8-inch by 3-inch blank space shall be provided for Contractor and Engineer stamps.

(d) Three blue line or black line prints or two reverse sepia reproducible and one blue or black line print shall be submitted. One reproducible or one print will be returned.

(e) Materials, products or systems shall not be installed until copy of possession of installer. One set of product data (for each submittal) shall be maintained at Project site.

Four additional copies shall be marked with the date of approval and forwarded to the Engineer for use in field and for records.

#### 1.8.10 Product Data

(a) Required product data shall be collected into a single submittal for each element of work or system. Where product data has been printed to include information on several similar products, some of which are not required for use on Project or are not included in submittal, copies shall be marked to clearly show such information is not applicable.

(b) Where product data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, data shall be submitted as a Shop Drawing and not as product data.

(c) Submittal is for information and record, and to determine that products, materials, and systems comply with Contract Documents. Submittal shall be final when returned by Engineer marked "Approved".

(d) Three submittal copies, in addition to the number the Contractor requires returned, shall be submitted to the Engineer.

(e) Materials, products or systems shall not be installed until copy of applicable product data showing only approval information is in possession of installer. One set of product data (for each submittal) shall be maintained at Project site, available for reference by Engineer and others.

#### 1.8.11 Samples

(a) Where possible, samples shall be physically identical with proposed materials or products to be incorporated into the Work. Where variations in color, pattern or texture are inherent in material or product represented by sample, multiple units (not less than 3 units) shall be submitted showing approximate limits of variations.

(b) A full set of optional samples shall be provided where Engineer's selection required. Samples shall be prepared to match Engineer's selection where so indicated.

(c) Each sample shall include generic description, source or product name and manufacturer, limitations, and compliance with standards.

(d) Samples for Engineer's visual review and final check of coordination of these characteristics with other related elements of work shall be of general generic kind, color, pattern, texture.

(e) At Contractor's option, and depending upon nature of anticipated response from Engineer, initial submittal of samples may be either preliminary or final submittal. A preliminary submittal, consisting of a single set of samples, is required where specifications indicate Engineer's selection of color, pattern, texture or similar characteristics from manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with Engineer's "Action" marking. Three sets of samples shall be submitted in final submittal; one set will be returned.

(f) The returned final set of samples shall be maintained at Project site, in suitable condition and available for quality control comparisons throughout course of performing work. Returned samples intended or permitted to be incorporated in the Work are indicated in Specification sections, and shall be in undamaged condition at time of use.

1.8.12 Mock-ups and similar samples specified in Specification sections are recognized as special type of samples. Requirements for samples submittal shall be complied with to greatest extent possible. Transmittal forms shall be processed to provide record of activity.

#### 1.8.13 OWNER'S MANUALS

(a) Owner's manuals specific to the product supplied must accompany delivery of the equipment. Contractor will supply 2 manuals to the department. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded view specific to this model must be included.

#### 1.8.14 Miscellaneous Submittals

##### (a) Inspection and Test Reports

1) Each inspection and test report shall be classified as either "Shop Drawings" or "product data", depending on whether report is specially prepared for Project or standard publication of workmanship control testing at point of production. Inspection and test reports shall be processed accordingly.

##### (b) Guarantees, Warranties, Maintenance Agreements, and Workmanship Bonds

1) Refer to Specification sections and section Guarantees and Warranties of this Division for specific requirements. Submittal is final when returned by Engineer marked "Approved" or "Approved as Noted".

2) In addition to copies desired for Contractor's use, two executed copies shall be furnished. Two additional copies shall be provided where required for maintenance data.

(c) Certifications

1) Refer to Specification sections for specific requirements on submittal of certifications. Seven copies shall be submitted. Certifications are submitted for review of conformance with specified requirements and information. Submittal shall be final when returned by Engineer marked "Approved.

2) Where certifications are specified, the information submitted for approval shall incorporate certification information. When a certification can be made prior to manufacture, the certification shall be included with initial submittal information. When certification is possible only after manufacture, the initial submittal information shall include a statement of intent to furnish the certification after equipment approval and manufacture. Certifications involving inspections and/or tests shall be complete with all test data presented in a neat, descriptive format, with all test data, applicable dates, times, and persons responsible.

(1.9 thru 1.12 Reserved)

1.13 Storage of Equipment and Materials

1.13.1 All materials and equipment shall be protected from wear and damage both before and after delivery to the job site.

1.13.2 Unless specifically permitted by the Engineer, all equipment such as pumps, fans, electrical apparatus, valve operators and the like shall be stored indoors out of exposure to the weather. Items having electrical parts, such as motors, electronic panels, and the like, shall be kept in heated storage, at a temperature to prohibit the accumulation of condensation on the equipment. Where equipment is provided with integral space/strip heaters (such as the motor control center), these heaters shall be energized as soon as the equipment is present at the job site and they shall remain energized from temporary circuits until final permanent energization is attained.

1.13.3 Unless otherwise specifically permitted by these specifications or as allowed by the Engineer, all materials for use on the project shall be stored indoors out of exposure to the weather. Such materials would include door and frame, roofing, building hardware, wire and cable, conduit, and piping.

1.13.4 The Contractor will not be allowed to store an additional trailer or equipment in the Yard overnight.

1.14 Protection of the Work

1.14.1 All work shall be protected from damage by vandals, the weather, or other sources until final acceptance by Department. Such protection shall include temporary fencing or other barriers, if necessary, to restrict access to the work. Open pits, door, etc. shall be covered, closed and locked. No additional compensation will be granted and no additional time will be allowed due to delays caused by failure to adequately protect the work from damage.

In addition, the Contractor shall make the worksite safe at the end of each work day, leaving no attractive nuisance hazards and no open electrical boxes and the like. All entrance, door, and roof at the pump station must be secured at the end of the day. Department will not patrol the construction area. Anything inside construction area shall be Contractor's responsibility. Department authorized personnel will have access to the pump station at any times. The Contractor shall provide extra keys (3 or 4) for Department personnel.

#### 1.14.2 Clean-Up and Public Safety

The work site shall be maintained in a clean condition, free of hazards to the work force and the public, all in conformance with the requirements of Article 107 of the Standard Specifications. Special care shall be taken to see that electrical systems are not left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole, hand holes, etc., which contain wiring, either energized or non-energized, shall be closed or have their cover in place and shall be locked when possible, during off-work hours.

#### 1.15 Standards of Workmanship

1.15.1 All work shall be performed to the highest standard of care for each respective trade. The work shall demonstrate all due care and attention so that all specified requirements are met and that the end product is a first-rate installation.

1.15.2 The Contractor shall comply with the requirements of Sections 105 and 108 of the Standard Specifications, and any Supplements thereto shall, in addition, comply with the requirements for control of work specified herein.

#### 1.16 Quality Control

##### 1.16.1 Submittals

All submittals, including the following, shall be provided as specified in this Section. Authoritative evidence in the form of Certificates of Manufacture shall be furnished to the Engineer to show that the materials and equipment to be used in the Work have been manufactured and tested in conformity with the Contract Documents. Copies of the results of physical tests that have been made directly on the product or on similar products of the manufacturer shall be included where necessary.

1.16.2 At all times during the progress of the Work and until the date of final completion, afford Department and Engineer every reasonable, safe, and proper facility for inspecting the Work at the site. The observation and inspection of any work will not relieve the Contractor of any obligations to perform proper and satisfactory work as specified. Work rejected due to faulty design, inferior, or defective materials, poor workmanship, improper installation, excessive wear, or nonconformity with the requirements of the Contract Documents, shall be replaced with satisfactory work at no additional cost to Department. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed even though such work may have been previously approved and payment made therefore.

1.16.3 Department and its Authorized Representatives have the right to reject materials and workmanship which are defective or require correction. Rejected work and materials shall be promptly removed from the site.

1.16.4 Failure or neglect on the part of Department or its Authorized Representatives to condemn or reject bad or inferior work or materials does not imply an acceptance of such work or materials. Neither is it to be construed as barring Department or its Authorized Representatives at any subsequent time from recovering damages or a sum of money needed to build anew all portions of the Work in which inferior work or improper materials were used.

1.16.5 Should it be considered necessary or advisable by Department or its Authorized Representatives, at any time before final acceptance of the Work, to make examinations of portions of the Work already completed, by removing or tearing out such portions, all necessary facilities, labor, and material to make such an examination shall be promptly furnished. If such Work is found to be defective in any respect, all expenses of such examination and of satisfactory reconstruction shall be paid for by the Contractor. If, however, such work is found to meet the requirements of the Contract, the cost of examination and restoration of the Work will be considered a change in the Work to be paid for in accordance with applicable provisions of the Contract.

1.16.6 Proper operation of equipment during tests and instruction periods shall be the full responsibility of the Contractor. The Contractor shall make no claim for damage which may occur to equipment prior to the time when Department accepts the Work.

1.16.7 If at any time prior to the expiration of any applicable warranties or guarantees, equipment is rejected by Department, all sums of money received for the rejected equipment on progress certificates or otherwise on account of the Contract lump sum prices shall be repaid to the Department. Upon the receipt of the sum of money, Department will execute and deliver a bill of sale of all its rights, title, and interest in and to the rejected equipment. The equipment shall not be removed from the premises of the Department until Department obtains, from other sources, equipment to take the place of that rejected. Department hereby agrees to obtain other equipment within a reasonable time and the Contractor agrees that Department may use the equipment furnished by the Contractor without rental or other charge until the other new equipment is obtained.

1.16.8 Notice shall be given in writing to the Engineer sufficiently in advance of the commencement of manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. When required, notice shall include a request for inspection, the date of commencement, and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, Engineer will arrange to have a representative present at such times during the manufacture or testing as

may be necessary to inspect the materials, or will notify Contractor that the inspection will be made at a point other than the point of manufacture or testing, or that the inspection will be waived. These provisions shall be complied with before shipping any materials. Such inspection will not constitute a release from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

1.16.9 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or IEEE, except as may otherwise be stated herein.  
(1.7 Reserved)

#### 1.18 Definition of Terms

##### 1.18.2 Standard Specifications

Where used in these Special Provisions, this term shall mean the "Standard Specifications for Road and Bridge Construction", published by the Illinois Department of Transportation dated January 1, 2012.

##### 1.18.3 Specifications

Where used in these Special Provisions, this term shall mean the complete body of specifications, including the Standard Specifications, these Special Provisions, and referenced specifications and standards. See article 101.42 of the Standard Specifications.

##### 1.18.4 Supplements

Where used in these Special Provisions, this term shall mean the "Supplemental Specifications and Recurring Special Provisions" published by the Illinois Department of Transportation dated January 1, 2012.

##### 1.18.5 Contract Documents

The complete body of agreements, specifications and drawings which define the contract work.

##### 1.18.6 Provide

Where used in these Special Provisions, this term shall mean "furnish and install, complete, including any required connection and testing".

##### 1.18.7 Department

See Article 101.14 of the Standard specifications

##### 1.18.8 Engineer

See Article 101.15 of the Standard Specifications.

#### 1.19 Referenced Specifications and Standards

1.19.1 The referenced specifications and standards are incorporated, by reference, in these Special Provisions and shall apply to the work as though fully written herein:

- (a) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, a publication of the Illinois Department of Transportation.
- (b) SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, a publication of the Illinois Department of Transportation.
- (c) NATIONAL ELECTRICAL SAFETY CODE, a publication of American National Standards Institute.
- (d) SAFETY CODE, a publication of the Illinois Department of Transportation.
- (e) AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING, ANSI/IES RP-8, published by Illuminating Engineering Society, approved by National Standards Institute.
- (f) GUIDE BRIDGE SPECIAL PROVISIONS, a publication of the Department of Transportation Bureau of Bridge and Structures for drilled shafts.

#### 1.20 Schedule of Values

1.20.1 A Schedule of Values shall be submitted as payment basis for Pump Station General Work, Pump Station Electrical Work, and Pump Station Mechanical Work.

1.20.2 The Contractor shall submit a Schedule of Values, as specified herein, at the Pre-Construction Meeting and shall provide information as requested to substantiate the prices included in the Schedule of Values.

1.20.3 The Schedule of Values must be approved by the Engineer and District 8, Bureau Electrical Operations, prior to any project payments.

#### 1.20.4 Complete Schedule of Values

- (a) The Schedule of Values shall be typewritten on 8-1/2 inch by 11 inch paper in a format approved by the Engineer.
- (b) The Schedule of Values shall be used to determine the value of work completed for payment purposes. After review by the Engineer, the Contractor shall revise and resubmit the Schedule of Values as required.
- (c) The Schedule of Values shall have each item further itemized by Specification Division as listed in the Specification index.
- (d) For the item Pump Station General Work, Pump Station Electrical Work and Pump Station Mechanical Work, each item which has an installed value of over \$10,000, a list of the costs for the major products or operations shall be indicated under each item. Round off figures to the nearest ten (10) dollars. The "value" for each item listed shall be the supplied, installed and operational start-up cost incurred to the Contractor for that item (overhead and profit included). No items shall be listed as calendar units (i.e. per month). The sum total of all items in the Schedule shall be equal to the payment item total.

#### 1.21 Start-Up and Final Acceptance

1.21.1 Functional testing of equipment prior to pump station Start-up:

(a) After certification of proper installation by the Manufacturer's representative, equipment shall undergo testing, as outlined in the Special Provisions. In addition to this individual unit testing, the specific equipment system shall be tested in its entirety. This testing may disclose a punch list of issues which must be resolved before Start-up can begin.

1.21.2 Performance testing during pump station Start-up:

(a) When the work at the pump station is complete, the Contractor shall begin Start-up operations. During start-up, the complete facility shall be taken through various scenarios of operation, including normal starting/stopping of the pumps, generator, ventilation systems and emergency operation. This testing shall also be conducted during a simulated storm water event.

(b) During this period, equipment performance shall be evaluated as well as individual system performance.

(c) In addition, each system shall be tested to demonstrate its compatibility with interrelated systems. The overall operation of the entire station shall be evaluated, adjustments made and settings recorded.

(d) A punch list of operational problems, identified during this testing, shall be prepared and submitted to the Engineer for review. Problems with equipment, systems and/or problems with the interaction between the various systems shall be rectified by the Contractor, at no cost, to the satisfaction of the Engineer. This testing shall be repeated until the Engineer determines satisfactory results have been obtained.

(e) When the punch list of operating issues has been resolved, a 90-day period of continuous station operation shall begin. Upon completion of this period, to the satisfaction of the Engineer, Final Acceptance of the facility shall be granted.

1.21.3 Items to be checked on start-up include, but not limited to, the following:

- (a) Demonstration of pump control system
- (b) Demonstration of transfer switch operation and maintenance
- (c) Demonstration of generator system operation
- (d) Check alarm operation
- (e) Motor control center operation
- (f) Automatic dialer operation

1.21.4 The Contractor shall be prepared to demonstrate operation and maintenance procedures for all equipment installed.

## **PUMP STATION ELECTRICAL WORK**

This work shall consist of furnishing and installing all required pump station improvements as shown on the plans and detailed in these special provisions.

### **ELECTRICAL GROUNDING**

All grounding systems and equipment shall be in compliance with all requirements of the National Electrical Code. Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated. Install bare copper conductor for underground grounding conductors and bury at least 24 inches below grade. A separate equipment grounding conductor, minimum size per NEC, shall be installed in each feeder, branch circuit, and control circuit conduit. Conductor insulation shall be green. DO NOT use conduit as a means for grounding of receptacles or any other such devices. Conduit system shall be electrically continuous. All enclosures and non-current carrying metals to be grounded. All locknuts must cut through enameled or painted surfaces on enclosures. Where enclosures and non-current carrying metals are isolated from the conduit system, use bonding jumpers with approved clamps. Route grounding conductors along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage. Drive ground rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### **RACEWAY**

Electrical Raceway materials shall be according to the following:

Rigid Steel Conduit: ANSI C80.1. Heavy wall, threaded, hot dipped galvanized steel. Each section of conduit furnished shall be free from blisters and other surface defects. Galvanizing shall not crack or flake when conduit is bent.

EMT: ANSI C80.3. Couplings and fittings shall have a circular cross section of sufficient diameter to meet all State and Local Codes. The wall thickness shall be uniform throughout with the interior surface free of defects. Welding of seams shall be continuous.

PVC conduit shall be extra heavy wall, Schedule 80 ultra-violet resistant, UL listed under Standard 651. Conduit shall be suitable for use with 90 degree C insulated wire. Conduit fittings and cement shall be of the same manufacturer.

Raceways shall be installed according to the following:

Outdoors: Apply raceway products as specified below, unless otherwise indicated:

Exposed Conduit: Rigid steel conduit.

Concealed Conduit, Aboveground: EMT.

Underground Conduit: Schedule 80 PVC, direct buried.

Indoors: Apply raceway products as specified below, unless otherwise indicated:

Exposed, Not Subject to Physical Damage: EMT.

Exposed and Subject to Physical Damage: Rigid steel conduit

Concealed in Ceilings and Interior Walls and Partitions: EMT.

Minimum Raceway Size shall be 3/4-inch trade size. Raceway fittings shall be compatible with raceways and suitable for use and location. Install conduit parallel or perpendicular to building lines (except where run in or below floor slabs). Keep conduit runs as closed to underside of structure as possible. Exercise necessary precautions to prevent accumulation of water, dirt, or concrete in conduits during execution of electrical work. Conduit in which water or foreign material has been permitted to accumulate shall be thoroughly cleaned, or replaced where such accumulations cannot be removed. Complete raceway installation before starting conductor installation. Install no more than the equivalent of three 90-degree bends in any conduit run.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### ELECTRICAL CONDUCTORS

Electrical conductor insulation types, ratings and usage shall be in accordance with the National Electrical Code requirements. All conductors shall be copper complying with NEMA WC 70. Unless noted otherwise, type THHN-THWN insulation is to be used in all locations. Unless otherwise noted, minimum wire size for lighting and power branch circuits shall be No. 12 AWG. For control and auxiliary systems the minimum size shall be No. 14 AWG. All wire and cable shall be UL listed.

Cable shall be installed without damaging the insulation. Cable lubricant shall be used when pulling cables into conduits. The lubricant shall be non-injurious to conduits, conductors, insulations, or jackets. Where a number of cables are trained through a box, manhole, or handhole, the cables shall be grouped by circuit where applicable and bundled using appropriate cable ties and supported to minimize pressure or strain on cable insulation. Wire and cable shall not be bent to a radius less than the manufacturer's recommended bending radius, either in permanent placement or during installation. Cable pulling apparatus shall have no sharp edges or protrusions which could damage cables or raceways. All electric cables installed shall be color coded. Neutral wires shall be color coded white. Single phase three wire runs of cable shall be color code one black, one red, and one white; three phase three wire runs of cable shall be color coded one black, one red, and one blue. Single phase two wire runs shall be similarly color coded based on the applicable phase(s) and neutral. Insulated ground wires, where applicable, shall be green. Color striping of cables will not be acceptable in lieu of the specified color coding means. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### INTERIOR LIGHTS

#### LED LINEAR

Interior linear lights on the control level of the facility shall be industrial type fixtures with LED lamps that produce at least 7,000 lumens. Each 4ft fixture shall have an operating voltage of 120VAC, 60Hz, power factor greater than 0.95. Fixtures shall operate between temperatures of -40 and +133 degrees Fahrenheit. The LED fixture shall have a color rendering index greater than 70 and a color temperature of 5,000K (cool white). The fixture body shall be powder coated aluminum with a polycarbonate lens.

#### WALL MOUNT

Interior lighting on the intermediate level of the structure shall be enclosed and gasketed wall mount fixtures suitable for wet locations. Each fixture shall be constructed of iron alloy body and guard with glass globe. The fixtures shall be 120V with 40watt compact fluorescent bulbs and be rated NEMA 3R. Connect fixtures to existing branch circuits.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### EXTERIOR LIGHTS

The proposed exterior lights shall be pole mounted on the existing wooden pole (by others) near the proposed generator. Two light fixtures shall be mounted on the same pole to illuminate the generator site.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### WALL MOUNTED ELECTRICAL RECEPTACLES

#### GFCI RECEPTACLE

The GFCI surface mounted receptacle shall be specification grade, 20amp, 125volt, 2-pole, 3-wire grounding. It shall be installed in a metal weatherproof single gang box with cover plate, and shall be self testing. The receptacle shall have comprehensive diagnostics, so that when the test button is activated, both the electronic components and mechanical trip mechanism are functionally tested. It shall also have flashing LED ground fault indicator and produce an open circuit if reverse wired. Connect to existing branch circuit.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

## CT CABINET AND METER

Per utility requirements. Additionally, provide magnetic reed switches on the doors of both the CT cabinet and the meter enclosure. Switches shall be wired together and connected to the automatic dialer panel to initiate an automated message in the event either enclosure is opened.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

## SAFETY SWITCHES

Safety switches or disconnect switches shall be of the fusible type as indicted on the drawings and shall be horsepower rated. They shall be of the current rating required by the load serviced and rated at 600 volts, 3 pole with solid neutral, and heavy duty. Fuse clips shall be designed to accommodate NEMA FU - 1 Class R fuses. The enclosure shall be rated NEMA 4. The switches shall be safety interlocked with provisions for padlocking manufactured by Square D, General Electric, Eaton, or ABB.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

## LOW VOLTAGE INDUSTRIAL MOTOR CONTROL CENTER

### 1. GENERAL

Provide a motor control center (MCC) and as shown on the drawing and specified to be part of the MCC equipment. The MCC shall be 480 V, 3-Phase, 4-Wire, 65k AIC, 60 Hz. The MCC must conform to Underwriters Laboratories (UL) 845, current revision, CSA, EEMAC, NEMA ICS-18, and the latest version of the National Electrical Code. The MCC must be manufactured in an ISO 9001 certified facility. The MCC shall be separated into shipping blocks no more than three vertical sections each. Shipping blocks shall be shipped on their sides to permit easier handling at the jobsite. Each shipping block shall include a removable lifting angle, which will allow an easy means of attaching an overhead crane or other suitable lifting equipment. If the MCC cannot be placed into service reasonably soon after its receipt, store it in a clean, dry and ventilated building free from temperature extremes. Acceptable storage temperatures are from 0° C (32° F) to 40° C (104° F) and acceptable manufacturers include Square D, General Electric, Eaton, and ABB.

### 2. MOTOR CONTROL CENTERS

#### 2.1 MATERIALS

Steel material shall comply with UL 845 and CSA requirements. Each MCC shall consist of one or more vertical sections of heavy gauge steel bolted together to form a rigid, free-standing assembly. A removable 7 gauge structural steel lifting angle shall be mounted full width of the MCC shipping block at the top. Removable 7 gauge bottom channel sills shall be mounted underneath front and rear of the vertical sections extending the full width of the shipping block. Vertical sections made of welded side-frame assembly formed from a minimum of 12 gauge steel.

Internal reinforcement structural parts shall be of 12 and 14 gauge steel to provide a strong, rigid assembly. The entire assembly shall be constructed and packaged to withstand normal stresses included in transit and during installation.

## 2.2 MCC FINISH

All steel parts shall be provided with UL and CSA listed acrylic/alkyd baked enamel paint finish or TGIC Powder Coat, except plated parts used for ground connections. All painted parts shall undergo a multi-stage treatment process, followed by the finishing paint coat. Pre-treatment shall include hot alkaline cleaner to remove grease and oil followed by iron phosphate treatment to improve adhesion and corrosion resistance. The paint shall be applied using an electro-deposition process to ensure a uniform paint coat with high adhesion. The standard paint finish shall be tested to UL 50 per ASTM B117 (5% ASTM Salt Spray) with no greater than 0.125 in (3 mm) loss of paint from a scribed line. Paint color shall be #49 medium light gray per ANSI standard Z55.1-967 (60-70 gloss) on all surfaces unless specified otherwise. Control station plates and escutcheon plates shall be painted a contrasting gray. All unit interior saddles shall be painted white for better visibility inside the unit.

## 2.3 STRUCTURES

Structures shall be totally enclosed, dead-front, free-standing assemblies. Structures shall be capable of being bolted together to form a single assembly. The overall height of the MCC shall not exceed 90 in (not including base channel or lifting angle). Base channels, of 1.5 in in height, and lifting angles, of 3 in in height, shall be removable. The total width of one section shall be 20 in; (widths of 25 in can be used for larger devices). Structures shall be NEMA 12. Each 20 in. (508 mm) wide standard section shall have all the necessary hardware and bussing for modular plug-on units to be added and moved around. All unused space shall be covered by hinged blank doors or appropriate cover plate and equipped to accept future units. Vertical bus openings shall be covered by manual bus shutters. Each section shall include a top plate (single piece or two-piece). NEMA Type 12 and shall also include a bottom plate. Top and bottom plates shall be removable for ease in cutting conduit entry openings.

## 2.4 WIREWAYS

Structures shall contain a minimum 6 in (305 mm) high horizontal wireway at the top of each section and a minimum 12 in (152 mm) high horizontal wireway at the bottom of each section. These wireways shall run the full length of MCC to allow room for power and control cable to connect between units in different sections. A rail shall be installed in the bottom wireway of the MCC for mounting lugs to receive the existing pump feeder cables. Coordinate height of rail with available length of feeder cable. Connect motor starters to opposite side of lugs using cable sized to match feeders. A full-depth vertical wireway shall be provided in each MCC section that accepts modular plug-on units. The vertical wireway shall connect with both the top and bottom horizontal wireway. The vertical wireway shall be 4 in. (102 mm) wide minimum with a separate hinged door. There should be a minimum of 60 in.<sup>2</sup> (387 cm<sup>2</sup>) of cabling space available for 15-inch-deep sections and 80 in.<sup>2</sup> (516 cm<sup>2</sup>) of cabling space available for 20-inch-deep sections. Access to the wireways shall not require opening control unit doors. Structures that house a single, full section control unit are not required to have vertical wireways. Those control units must open directly into the MCC horizontal wireways.

## 2.5 BARRIERS

All power bussing and splice connections shall be isolated from the unit compartments and the wireways. The horizontal bus shall be mounted onto a glass filled polyester support assembly that braces the bus against the forces generated during a short circuit. The horizontal bus shall be isolated from the top horizontal wireway by a two-piece rigid non-conductive barrier. The barrier design shall allow qualified personnel to slide the barriers both left and right, to allow access to the bus and connections for maintenance without having to remove the barrier. Barrier sliding shall occur via an upper and lower track system. The vertical bus shall be housed in a molded glass-filled polyester support that provides bus insulation and braces the bus against the forces generated during a short circuit. These supports shall have openings every 3 in (75 mm) for unit stab-on connections. Each opening shall be provided with a manual shutter to close off the stab opening. These shutters shall be attached to the structure so that when they are removed (to allow a stab connection) they are retained in the structure and are readily accessible for use should a plug-in unit be removed from the MCC. Barriers shall be provided in the vertical structure and unit designs to prevent the contact of any energized bus or terminal by a fishtape inserted through the conduit or wireway areas.

## 2.6 BUSSING

All bussing and connectors shall be tin-plated copper. The main horizontal bus shall be rated at a minimum of 800 A continuous and shall extend the full length of the MCC. Bus ratings shall be based on 65° C maximum temperature rise in a 40° C ambient. Provisions shall be provided for splicing additional sections onto either end of the MCC. The horizontal bus splice bars shall be pre-assembled into a captive bus stack. This bus stack is installed into the end of the MCC power bus to allow the installation of additional sections. The main bus splice shall utilize four bolts, two on each side of the bus split, for each phase. Additional bolts must not be required when splicing higher amperage bus. The splice bolts shall secure to self-clenching nuts installed in the bus assembly. It shall be possible to maintain any bus connection with a single tool. Each section that accepts plug-in units shall be provided with a vertical bus for distributing power from the main bus to the individual plug-in starter units. This bus shall be of the same material and plating as the main bus, and shall have the same rating as the horizontal bus. The vertical bus shall be connected directly to the horizontal bus stack without the use of risers or other intervening connectors. It shall be possible to maintain the vertical to horizontal bus connection with a single tool. "Nut and bolt" bus connections to the power bus shall not be permitted. A tin-plated copper ground bus shall be provided that runs the entire length of the MCC. The ground bus shall be 0.25 in (6.0 mm) x 2.0 in (50 mm) and be rated for 800 A. A compression lug shall be provided in the MCC for a 4/0-250 kcmil ground cable. The ground bus shall be provided with (6) 0.38 in (10 mm) holes for each vertical section to accept customer-supplied ground lugs for any loads requiring a ground conductor. Each vertical section shall have a copper vertical ground bus that is connected to the horizontal ground bus. This vertical ground bus shall be installed so that the plug-in units engage the ground bus prior to engagement of the power stabs and shall disengage only after the power stabs are disconnected upon removal of the plug-in unit. The system shall be rated for an available short circuit capacity of 65,000 rms amperes.

## 2.7 TYPICAL UNIT CONSTRUCTION

Units with circuit breaker disconnects through 400 A frames shall connect to the vertical bus through a spring reinforced stab-on connector. Units with larger disconnects shall be connected directly to the main horizontal bus with appropriately sized cable or riser bus. All conducting parts on the line side of the unit disconnect shall be shrouded by a suitable insulating material to prevent accidental contact with those parts. Unit mounting shelves shall include hanger brackets to support the unit weight during installation and removal. All plug-on units shall use a twin-handle camming lever located at the top of the bucket to rack in and out the plug-on unit. The cam lever shall work in conjunction with the hanger brackets to ensure positive stab alignment. A lever handle operator must be provided on each disconnect. With the unit stabs engaged onto the vertical phase bus and the unit door closed, the handle mechanism shall allow complete ON/OFF control of the unit. All circuit breaker operators shall include a separate TRIPPED position to clearly indicate a circuit breaker trip condition. It shall be possible to reset a tripped circuit breaker without opening the control unit door. Clear indication of disconnect status shall be provided, by adhering to the following operator handle positions:

- Handle "On" position must be up or to the left and within 45 degrees of being parallel to the face of the equipment.
- Handle "Off" position must be down or to the right and within 45 degrees of being parallel to the face of the equipment.
- The minimum separation between the "On" and "Off" positions shall be 90 degrees.
- On Circuit Breaker disconnects, the handle "Tripped" position must be perpendicular to the face of the equipment +/- 30 degrees. Minimum separation between "On" and "Tripped" shall be 30 degrees. Minimum separation between "Tripped" and "Off" shall be 45 degrees.

A mechanical interlock shall prevent the operator from opening the unit door when the disconnect is in the ON position. Another mechanical interlock shall prevent the operator from placing the disconnect in the ON position while the unit door is open. It shall be possible for authorized personnel to defeat these interlocks. A non-defeatable interlock shall be provided to prevent installing or removing a plug-on unit unless the disconnect is in the OFF position. The plug-in unit shall have a grounded stab-on connector which engages the vertical ground bus prior to, and releases after, the power bus stab-on connectors. Provisions shall be provided for locking all disconnects in the OFF position with up to three padlocks. Handle mechanisms shall be located on the left side to encourage operators to stand to the left of the unit being switched. Unit construction shall combine with the vertical wireway isolation barrier to provide a fully compartmentalized design. Surfaces (back, side and bottom plates) of the unit interior shall be painted white.

## 2.8 COMPONENTS FOR TYPICAL UNITS

### 2.8.1 Combination Starters: (7) 75 HP Pumps

All combination starters shall use a unit disconnect as described in specification 2.7. Magnetic starters shall be furnished in all combination starter units. All starters shall utilize NEMA/EEMAC rated contactors. Starters shall be provided with a three-pole, external manual reset, overload relay for eutectic melting alloy thermal overload units.

In the event of overload, a signal shall be provided to the automatic dialer panel to initiate a notification alarm. Control circuit transformers shall include two primary protection fuses and one secondary fuse (in the non-ground secondary conductor). The transformer shall be sized to accommodate the contactor(s) and all connected control circuit loads. The transformer rating shall be fully visible from the front when the unit door is opened. NEMA/EEMAC Size 1-4 starters shall be mounted directly adjacent to the wireway so that power wiring (motor leads) shall connect directly to the starter terminals without the use of interposing terminals. Larger starters shall be arranged so that power wiring may exit through the bottom of the starter cubical without entering the vertical wireway. Starters shall be provided with on-delay relays to prevent starting multiple motors at the same time. Starters shall include a phase failure relay

#### 2.8.2 Terminal Blocks

When Type B wiring is specified, all starter units shall be provided with unit control terminal blocks. Terminal blocks shall be the pull-apart type with a minimum rating of 250 volt and 10 amps. All current carrying parts shall be tin plated. Terminals shall be accessible from inside the unit when the unit door is opened. Terminal blocks shall be DIN rail mounted with the stationary portion of the block secured to the unit bottom plate. The stationary portion shall be used for factory connections, and shall remain attached to the unit when removed. The terminals used for field connections shall face forward so they can be wired without removing the unit or any of its components. When Type C wiring is specified, all starter units shall be provided with unit control terminal blocks as described for Type B wiring along with power terminal blocks for size 1-3 units. An additional set of terminal blocks shall be provided in a terminal compartment located in each section. These terminal blocks shall be pre-wired to the unit terminals so that all field control connections can be made at the terminal compartments.

#### 2.8.3 Nameplates

Shall be engraved phenolic nameplates for each MCC and unit compartment. Shall be gray background with white letters, measuring a minimum of 1.5 in (38 mm) H x 6.25 in (159 mm) W total outside dimensions.

#### 2.8.4 Pilot Device Panel

Each combination starter unit shall be provided with a hinged/removable control station plate, with the following pilot devices:

On-Off Selector Switch, Overload Indicator Light, Motor On Light, Elapsed Time Meter, On-Delay Timer Light, (all lights to be push-to-test LED) Number of Starts Counter (Counter may be housed in a separate NEMA 4 enclosure if this cannot be done through the door)

#### 2.8.5 Condensation Heaters

MCC shall be supplied with strip heaters as necessary to prevent condensation within the enclosure. Strip heaters shall be controlled via thermostat.

## 2.9 QUALITY CONTROL

The entire MCC shall go through a quality inspection before shipment. This inspection will include a physical inspection of the structure and electrical conductors and electrical tests of the power circuit phasing, power circuit phasing, control circuit wiring, instrument transformers, device electrical operation, and AC dielectric tests shall be performed on the power circuit. Markings/Labels shall include instructional type, Underwriters Laboratory (UL), and inspector's stamps. The manufacturer shall use integral quality control checks throughout the manufacturing process to ensure that the MCC meets operating specifications.

## 2.10 WARRANTY

The MCC shall be warranted to be free from defects in materials and workmanship for a period of eighteen (18) months from date of invoice from manufacturer or authorized sales channel.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

## AUTOMATIC DIALER PANEL

### 1. Description and Phone Number Dialing:

The dialer shall be a solid state component capable of dialing up to 16 telephone numbers, each up to 60 digits in length. Phone numbers and Standard pulse dialing or Touch Tone® DTMF dialing are user programmable via the system's keyboard or remotely via Touch Tone telephone. The unit shall be installed in the existing 20"x20" Healy Ruff enclosure that currently protects the current dialer. In addition, the dialer shall:

- A. Group Alarm Calls - On alarm, system shall selectively call the correct phone number according to the specific alarm(s). Coordinate and program phone numbers to be called with IDOT.
- B. Detect Telephone Line Fault and indicate condition with Front Panel LED.
- C. Automatically select Tone versus Pulse Dialing.
- D. Monitor Call Progress - Detect Busy and Ringing Signals, Abandon Call if Busy, Wait until phone is answered to Annunciate Voice Reports.
- E. Provide Numeric Pager Support
- F. Provide PBX Support

### 2. Items to be Monitored:

- A. Loss of Utility Power
- B. High Water Level – Pump Station
- C. Low Water Level - Pump Station
- D. Generator Running
- E. Generator Fail
- F. Storm Water Pump 1 Failure
- G. Storm Water Pump 2 Failure
- H. Intrusion Alarm Front Door (Install magnetic reed switch on door to provide signal to automatic dialer)

- I. Intrusion Alarm Ameren Utility Box
- J. Deep Well Pump 1 Failure
- K. Deep Well Pump 2 Failure
- L. Deep Well Pump 3 Failure
- M. Deep Well Pump 4 Failure
- N. Deep Well Pump 5 Failure
- O. Deep Well Pump 6 Failure
- P. Deep Well Pump 7 Failure
- Q. Intrusion alarm for the generator enclosure

3. Solid State Voice Message Recording and Playback:

The unit shall have two different categories of speech message capability, all implemented with permanent non-volatile solid state circuitry with no mechanical mechanisms. The unit shall allow for message recording from a remote telephone as well as from the front panel.

A. User Field Recorded Messages:

The user may record and re-record his own voice messages for each input channel and for the Station ID.

- a. There shall be no limit on the length of any particular message within the overall available message recording time, which shall vary from 26 to 635 seconds, depending upon the number of input channels selected, and the recording rate used.
- b. The unit shall allow selective recording of both Normal and Alarm advisory messages for each input channel.
- c. The unit shall provide for automatic setting of the optimum speech recording rate for the total set of messages recorder, in order to achieve optimum recording sound quality.
- d. Circuit board switches or jumper straps shall not be an acceptable means of manipulating message length or recording rates.

B. User Field Recorded Messages:

Permanent built-in messages shall be included to support user programming operations, to provide supplemental warning messages such as advising that the alarms have been disabled, and to allow the unit to be fully functional even when the installer has not recorded any messages of his own.

3. Input Monitoring Function:

The basic unit shall continuously monitor the presence of AC power and the status of twenty-four(24) contact closure inputs. AC power failure, or violation of the alarm criteria at any input shall cause the unit to go into alarm status and begin dial-outs. The unit shall, upon a single program entry, automatically accept all input states as the normal non-alarm state, eliminating possible confusion about Normal Open versus Normally Closed inputs. Further, as a diagnostic aid, unit shall have the capability of directly announcing the state of any given input as currently "Closed Circuit" or "Open Circuit" without disturbing any message programming. Each input channel shall also be independently programmable, without the need to manipulate circuit board switches or jumpers, to any of the following:

- A. Normally Open, Normally Closed, or for No Alarm (Status Only).

- B. Run Time Meter - to accumulate and report the number of hours a particular input circuit has been closed. Any channel so configured will never cause an alarm call; rather, on inquiry it will recite its message according to the status of the input and then report the closed circuit time to the tenth of an hour. The input will accumulate and report in tenths of hours up to a total accumulated running time of 99,999.9 hours. The initial value of the Run Time Meter shall be programmable in order to agree with existing electromechanical Run Time Meters. Up to a total of eight Run Time Meters may be programmed.
  - C. Pulse Totalizer - to count the accumulated number of pulses (momentary contact closures) occurring at the input so programmed. Any input channel may be programmed for a Totalizer Function, up to a maximum of eight. Maximum Input pulse rate is 100 Hz, with a 50% Duty Cycle. The spoken scaled value will not "rollover" to zero until a value of 4,294,967,294 has been exceeded.
- 4. Not Used
  - 5. Not Used
  - 6. Not Used
  - 7. Alarm and Inquiry Messages:  
Upon initiating an alarm call, the system is to "speak" only those channels which are currently in "alarm status." Inquiry phone calls can be made directly to the unit at any time for a complete status report.
  - 8. Acknowledgement:  
Alarms are acknowledged either by pressing a Touch Tone "9" as the call is being received, or by calling the unit back after having received an alarm call.
  - 9. Nonvolatile Program Memory Retention:  
User-entered programming and voice messages shall be kept intact, even during power failures or when all power has been removed, for up to ten (10) years. This shall be accomplished through inclusion in the system of a lithium battery separate from the unit's backup rechargeable gel cell battery.
  - 10. Local and Remote Programming Capabilities:  
The user may optionally elect to alter the following parameters from their standard normal default values via keyboard entry or remotely from any Touch Tone telephone.
    - A. Alarm Response Delay: 0.1 to 999.9 seconds, with different delays being assignable to different alarms.
    - B. Delay Between Alarm Call-outs: 0.1 to 99.9 minutes.
    - C. Alarm Reset Time: 0.1 to 99 hours, or "No Reset".
    - D. Incoming Ring Response (Answer) Delay: 1 to 20 Rings.
    - E. Number Of Message Repetitions: 1 to 20 Repetitions.
    - F. Autocall Test: When enabled, the unit shall place a single round of test calls, both at the time this function is enabled, and also at regular subsequent intervals until this function is disabled.

- G. Remote System Microphone Activation.
- H. Remote Arming and Disarming of System.

11. Phone Line:

The dialer is to use a standard "dial-up" telephone line (direct leased line is not required), and is to be F.C.C. approved. Connection to the telephone is through a 4-pin modular jack (RJ 11).

12. Speakerphone:

The unit shall be capable of dialing any phone number on command and functioning as a speakerphone.

13. Real Time Clock:

The unit shall be equipped with a real time clock thereby making the following possible:

- A. Alarm Ready Schedule - The dialer shall be user programmable to follow a specific schedule of operations. This shall include the flexibility to set a weekday, weekend, and holiday schedule. With this feature the dialer shall arm and disarm itself according to the schedule programmed.
- B. In the event any of the printer configurations outlined in Section 6 are utilized, all alarm reports will be time and date stamped. Routine scheduled status reports can also be programmed.

14. Power/Battery Backup:

Normal power shall be 105-135 VAC, 15 watts nominal. The product is to contain its own gel cell rechargeable battery which is automatically kept charged when AC power is present. The system shall operate on battery power for a minimum of 20 continuous hours in the event of AC power failure. A shorter backup time shall not be acceptable. The built-in charger shall be precision voltage controlled, not a "trickle charger", in order to minimize recharge time and to maximize battery life available.

15. Integral Surge Protection:

All power, phone line, dry contact, and analog signal inputs shall be protected at the circuit board to IEEE Standard 587, category B(6,000 volts open circuit/3,000 amps closed circuit). Gas tubes followed by solid state protectors shall be integral to the circuit board for each line.

16. Technical/Customer Support:

All users shall be provided and/or shall have access to the following support resources.

- A. Each autodialer shall be shipped with a CD\_ROM which details all features of the product and provides an in-depth step-by-step video programming guide. A superficial marketing overview will not be acceptable.
- B. A toll free 800 number shall be available during manufacturer's normal working day to permit users to talk directly with technical service personnel and resolve problems.

17. Warranty:

The dialer shall be covered by a five (5) year warranty covering parts and labor performed at the factory.

18. Additional Features: Sealed Switches. LED Indicators. Alarm Disable Warning. Talkthrough:

All keyboard and front panel switches shall be sealed to prevent contamination. Front panel LED's shall indicate: Normal Operation, Program Mode, Call-in Progress, Status for each Channel, AC Power present, AC Power failure, and Low, Discharging, or Recharging Battery. On any inquiry telephone call, or On-Site status check, the voice shall provide specific warning if no dialout phone numbers are entered, or if the unit is in "alarm disabled" mode, or if AC power is off or has been off since last reset. A built-in microphone shall allow anyone at a remote site to listen to local sounds and to have a two-way conversation with personnel at the dialer.

19. In addition to the automatic dialer required for installation at the Venice Pump Station the contractor shall provide IDOT with a spare dialer meeting these specifications.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

STORM WATER PUMP CONTROL PANEL

A. GENERAL SPECIFICATIONS: The intent of this specification is to provide a complete, integrated Pump Control System as described herein for the two stormwater pumps within the pumps station. It shall be factory assembled, wired and tested. An equipment data tag shall be permanently affixed on the inside of the exterior door with the station designation, power source, pump horsepower, and pump full load amps. An engraved legend plate shall be permanently affixed on the inside of the exterior door with the name, address and telephone of the service representative for the pumps and control panel. Intrinsicly safe barriers shall be provided for the float switches in the wet well. The floats shall be both open and closed depending on the wiring needed for the controls.

B. QUALITY ASSURANCE: The pump control panel shall be fabricated by a current UL 508A/698A listed industrial control panel manufacturer. The panel manufacturer shall show its NRTL follow - up Service Procedure file number on submittals. All devices within the panel shall be NRTL listed and or reorganized where applicable and shall be mounted and wired in accordance with the most current edition of UL508/698A and NFPA. The panel manufacturer shall have a minimum of ten (10) years experience manufacturing systems specifically for water and wastewater applications. The Pump Control System(s) shall be fully tested by the factory prior to shipment. It shall include testing of both power and control devices as well as for all control functions. A final inspection shall be performed prior to shipment and a copy of this form shall be provided with the panel. The panel shall be designed with the following features to operate the specified pumps. The Contractor shall insure compatibility between pumps, pump control panel, and related accessories.

C. BASIC OPERATIONS: The pumps shall be operated automatically or manually as a pump down, lead / lag, common off system. Each pump shall be controlled primarily through a "HAND-OFF – AUTO" three positions maintained illuminated selector switch. Control function requirements are further defined in the control section of these specifications.

1. Position Commands:

- a. OFF - In this position the applicable pump will not run under any circumstance.

- b. HAND - In this position the applicable pump will run under any circumstance.
- c. AUTO - In this position both pumps shall be controlled by float switches. These switches will sense the appropriate level in the wet well and initiate start and stop commands to the pumps. All floats shall be interposed with intrinsically safe UL Listed relays installed per NEC Article 504, ANSI/ISA - RP 12.6 and all other applicable codes.

2. Pump Sequence:

- a. LEVEL 4 - High Level Alarm (Elevation 396.0).
- b. LEVEL 3 - Start Lag Pump; both pumps running (Elevation 395.5).
- c. LEVEL 2 - Start Lead Pump; shall alternate on each call (Elevation 393.5).
- d. LEVEL 1 - Off; all pumps stop (Elevation 391.5)
- e. LOW LEVEL ALARM and redundant off (Elevation 390.5).

3. Power to the panel shall be 120 volts, 1 phase, 60 Hz.

D. CONTROL PANEL ENCLOSURE:

1. ENCLOSURE: A NRTL listed and NEMA Type 4 steel enclosure properly sized to contain the required components of the control system(s) shall be constructed of 14GA steel body and door(s) with continuous hinge. All hardware shall be corrosion resistant. A 3 - point latch with nylon rollers and padlocks provisions on handle shall be provided. Oil-resistant door gasketing around all four sides of opening shall be applied. A painted white enamel steel mounting panel shall be provided for mounting of components. All hardware shall be corrosion resistant. Voltage identification labels and comprehensive warning labels shall be provided. To maintain the Environmental rating of the specified equipment and enclosure, install in the openings only certified or recognized devices with the installation instructions of the device. The enclosure with the installed inner swing door shall be NEMA Type 4. The enclosure shall be designed specifically for municipal water and waste water applications.
2. INNER SWING PANEL: Provision of a "dead front" feature shall be provided using a full size hinged inner door to mount all operator devices. Material shall be .125" aluminum with turned down flanges on all four sides for added rigidity. The inner door and components shall have "dead back" feature in order to avoid accidental shock hazard. The inner door shall be large enough to fill the entire opening of the enclosure. The screws used to secure the inner swing door mounting hardware to the enclosure shall be NRTL and NEMA Type 4 rated/listed and shall not violate the environmental integrity of the enclosure. Mounting hardware which penetrates the enclosure shall not be allowed. All hardware shall be corrosion resistant. Quarter – turn latches shall be provided for securing the inner door in the closed position; captive screws are not acceptable. In addition, an inner door handle shall be provided for operator convenience.
3. CONDENSATION HEATER: A 100 watt (minimum), 120 VAC heater shall be provided to protect the interior of the panel from the harmful effects of condensation corrosion and low temperatures. The heater shall be complete with an adjustable thermostat. Branch protection shall be provided.

4. MAIN LUG ONLY: A power distribution block sized for the incoming power conductors shall be provided for the main power connection.
5. INDIVIDUAL BRANCH DISCONNECT AND SHORT CIRCUIT PROTECTION: Each pump shall be protected by a thermal magnetic circuit breaker located in the MCC. The existing motor starters located above each pump shall be re-used and controlled by the new control panel.
6. CONTROL POWER: 20 amps of 120 VAC, single - phase power shall be provided by the House Panel located in the MCC for the control power. Additional overcurrent protection required for control panel equipment shall be provided within the control panel.
7. THREE PHASE POWER MONITOR: A NRTL listed recognized three phase monitor shall interrupt the control power and cut power to the stormwater pumps in the event of phase lose, phase reversal, low voltage and phase unbalance. It shall have primary fuse protection and shall be installed on the load side of the motor starter for each stormwater pump. Monitor shall be located within the existing Flygt motor starter cabinets. Contacts shall be rated for 15A resistive at 120VAC. The three phase power monitor shall automatically reset when power is re-applied. This feature may already be provided within the existing motor starter enclosure which is to remain. Upon field verification by the contractor of the presence and correct function of an existing three phase power monitor, this may be omitted.
8. COMPONENTS: Operator control devices shall be 22mm, NEMA and NRTL listed for TYPES 4. Contact blocks shall be self-wiping and color coded bridge type rated at 10A and must have rated insulation of 600V. Terminal connections shall be suitable for two 14 AWG control wires. All control and time delay relays shall be DPDT rated 10A @ 120VAC, 8 - pin socket mount type. Sockets shall have pressure plate terminals that accept two 14 AWG wires and shall be rated a minimum of 300V. All terminals blocks supplied shall be box lug type rated at the proper voltage / amperage and shall accept two 14 AWG wires.

#### E. CONTROL SECTION

1. All wiring shall be minimum 14 AWG, MTW and be color coded in accordance with all applicable codes and laws. Spiral wrap, fasteners and wire duct be provided as required for aesthetics and safety.
2. All components mounted on the door shall be wired with insulated connectors, where "finger proof" terminals are not provided, to prevent accidental shock hazards. All components on the backpanel shall be mounted on DIN rail or fastened via drilled and tapped screws to facilitate easy component replacement. Pop rivets shall not be allowed.
3. Self - Adhesive vinyl cloth printed adhesive wire markers shall be supplied at both ends of every wire. All components on the backpanel shall be identified by metalized polymer printed adhesive label. Dymo labels are not acceptable. These labels shall include all pertinent data applicable to ratings and sizes.

Components on the door of the enclosure shall be identified with custom engraved plastic legend plates. Voltage identification labels and comprehensive warning labels shall also be provided.

4. ALTERNATING RELAY: An 8 – pin socket mount DPDT alternating relay shall alternate each pump on each successive start command. It shall be complete with LED indicating lights showing the status of the internal relay and a lead selector toggle switch which will allow the alternation to be canceled and omit a disabled pump. Contacts shall be rated 10A at 120VAC.
5. MODE SELECT: Method of operation shall be by a three position green illuminated maintained “Hand – Off – Auto” selector switch for each pump which shall provide for mode selection and run indication.
6. ELAPSED TIME METER(S): A six digit non – resettable type hour meter shall be provided for each pump to record Hours of operation. These shall be wired with insulated connectors to prevent accidental shock hazards.
7. PUMP START COUNTER(S): A counter for the purpose of tracking the number of pump starts shall be provided for each pump.
8. INTRINSICALLY SAFE RELAYS(S): ISR relays will be provided per Article 504 of the N.E.C. and ANSI/RP 12.6. These relays shall be interfaced with each float switch. Intrinsically safe relays shall be UL 913 Listed and shall be 8 – pin socket mount style. (5 floats )
9. START RELAY: A time relay shall be provided to delay the start of each pump. This relay shall be adjustable from 1 to 10 seconds and shall be an 8 – pin socket mount type with contact ratings as previously specified. This feature may already be provided by the existing motor starter which is to remain. Upon field verification by the contractor of the presence and correct function of the existing relay, this relay may be omitted from the control panel.
10. ALARMS: Provide input to the automatic dialer panel for Pump #1 Fail and Pump #2 failures. The existing motor starters may provide these signals. If these signals are not provided by the existing motor starter, they shall be provided by the either the control panel or the existing motor starters. Provide input to the automatic dialer panel at both high and low sump water levels.
11. FLOAT INDICATOR LIGHTS: Provide (5) five red indicator lights to indicate the level of water in the sump. Arrange the lights in a vertical arrangement and label the lights in descending order as follows: “High, Lag, Lead, Off, Low”. The lights shall illuminate according to the current operational status of the stormwater pumps and according to the elevations listed in the Pump Sequence Section of this Specification.

## F. SUBMITTALS

1. Prior to panel fabrication a master wiring diagram for the control panel shall be submitted for the Engineer’s review and approval. This diagram shall be drawn in standard ladder logic format.

All ladder rungs shall be numbered in the left hand margin, and all relay contacts referenced to these numbers in the right hand margin. Each electrical node in the control schematic shall have a different wire number. A bill of materials and a layout drawing of the enclosure door/inner door/inner bracket components shall appear on this drawing with a listing of nameplates pertaining to the components.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### AUTOMATIC TRANSFER SWITCH

1. The proposed Automatic Transfer Switch shall meet the following specifications:
  - a. UL 1008 standard for Transfer Switch Equipment
  - b. CSA standard C22.2 for automatic transfer switch
  - c. NFPA 110 for Emergency and Standby Power Systems
  - d. National Electric Code (NEC) Articles 700, 701, and 702.
  
2. The transfer switch shall meet or exceed the following:
  - a. 800amp transfer switch, 3 phase, 480/277V, 4 wire.
  - b. Transfer switch shall be provided in a NEMA Type 3R rated enclosure.
  - c. The short circuit current interrupting rating shall be no less than 200,000.
  - d. Transfer switch operation shall be open, delayed transition type.
  - e. Contactor based switch
  
3. The transfer switch shall include the following features:
  - a. A programmable engine exerciser that provides for weekly or bi – weekly operation, include at minimum 1 form C contact for source availability of normal power and one contact for availability of emergency (contact rating 2 amps @ 30vdc, 0.5amp @ 125Vac resistive). The programmable engine exerciser incorporates a 7 day or 14 day time base with a digital readout display. Includes “with or without “load control selection for exerciser period.
  - b. Provide auxiliary contacts to indicate position of main contacts. Two (2) for normal and two (2) for emergency position (one set is standard).
  - c. The transfer switch shall provide input to the dialer panel that normal utility power has been lost.
  - d. The transfer switch front panel shall have LED indications showing the following:
    1. Switch position
    2. If connected to Utility or Emergency Power
    3. Switch shall indicate AUTO / HAND / OFF.
  - e. Undervoltage sensing for each phase of the normal source
  - f. Adjustable time delay for override of normal source voltage sensing to delay transfer and engine start signals

- g. Voltage/frequency lockout relay to prevent premature transfer to generator.
- h. Time delay to for retransfer to normal source
- i. Test switch to simulate normal source failure
- j. Transfer override switch to prevent retransfer to normal source
- k. Engine starting, instantaneous engine shutdown and time delayed engine shutdown contacts.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

## ENGINE/GENERATOR FOR PUMP STATION SPECIFICATION

### 1. GENERAL

#### 1.1. DESCRIPTION OF SYSTEM

1.1.1. Provide a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter. The standby power system shall comply with NFPA Level 110 requirements for a Level 1 emergency power system.

#### 1.2. REQUIREMENTS OF REGULATORY AGENCIES

1.2.1 An electric generating system, consisting of a prime mover, generator, governor, coupling, and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

1.2.2. The generator set must conform to applicable National Electrical Code and applicable inspection authorities.

#### 1.3. MANUFACTURER QUALIFICATIONS

1.3.1. This system shall be supplied by Caterpillar, Cummins, AKSA Power Generation, or Blue Star- Power Systems (John Deere or Detroit Models). The manufacturer shall have a service facility within 100 miles of the pump station.

1.3.2. To be classified as a manufacturer, the builder of the generator set must manufacture, at minimum, engines or alternators.

1.3.3. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

1.3.4. The proposed generator set must meet or exceed the below listed specifications to be used.

#### 1.4. PROJECT CONDITIONS

- 1.4.1. Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
- 1.4.1.1. Ambient temperature: -20 to 40 deg C
  - 1.4.1.2. Relative humidity: 0-95 percent
  - 1.4.1.3. Altitude: 0-1000 feet above sea level

## 2. ENGINE-GENERATOR SET

### 2.1. Engine

- 2.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after cooled engine of 4-cycle design. The unit requires a minimum rated output of 600 kw at an operating speed of 1800 RPM. Engine must be manufactured in the U.S.A.
- 2.1.2. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system providing visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for operation in 110 degrees F, 43 degrees C ambient temperature.
- 2.1.3. The intake air filter(s) with replaceable element must be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s). Engine coolant and oil drain extensions, equipped with pipe plugs, must be provided to outside of the mounting base for cleaner and more convenient engine servicing. A fan guard must be installed for personnel safety.
- 2.1.4. The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire starting shall be by a solenoid shift, electric starter.
- 2.1.5. The engine fuel system shall be designed for operation on No. 2 diesel fuel. A primary fuel filter, water separator, manual fuel priming pump, fuel shutoff solenoid and all fuel lines must be installed at the point of manufacture.
- 2.1.6. The primary diesel fuel filter shall be capable of removing contaminants of 10 micron. Element shall be replacement paper type.
- 2.1.7. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The heater shall be 110 volt or preapproved by the department. The contractor shall provide proper branch circuit from normal utility power source.
- 2.1.8. Sensing elements to be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown and overcrank shutdown. These sensors are to be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for easy identification, each sensor connection shall be sealed to prevent corrosion and all wiring to be run in flexible conduit for protection from the environment and any moving object.

2.1.9. Provide the following items installed at the factory:

2.1.9.1 The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system.

2.1.9.2. A secondary diesel fuel filter shall be installed and be capable of removing contaminants of 10 microns or larger. Element shall be replaceable paper type. This filter is in addition to the standard filter(s) supplied with the engine.

2.1.9.3. The fuel system shall include a tank size capable of supplying fuel for a 24 hour run period at unit nameplate, double wall base mounted fuel tank. It shall have a stub-up area convenient for electrical conduit entry. Contractor will verify location of existing conduit stub- up and provide the same. It shall have the structural integrity to support the engine-generator set and carry the UL 142 mark. Minimum features shall include all welded construction, a lockable fuel filler cap, fuel gauge, low fuel level alarm, fuel line check valve, vent and fittings for fuel supply, return, fill and emergency vent. This tank must be supplied by the engine-generator set manufacturer and be installed before shipment. Contractor will provide a full tank of winter grade fuel with generator. No bio-diesel fuel will be allowed.

2.1.9.4. Supply the base tank with emergency venting per NFPA 37.

2.1.10. Engine speed shall be controlled by isochronous governor with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

2.1.11. A spare set of all filters for the generator shall be supplied with the generator.

## 2.2. ALTERNATOR

2.2.1. The alternator shall be a 4 pole revolving field type, minimum 6 lead, wired for 277/480VAC, 3 phase, 60 hz, rated at 600 kw with a permanent magnet driven exciter. Photosensitive components will not be permitted in the rotating exciter. The stator shall be direct connected to the engine to ensure permanent alignment. The generator shall meet temperature rise standards for Class "H" insulation, operate within Class "F" standards for extended life. All leads must be extended into an AC connection panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker.

2.2.2. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 5-13.2.6. The generator set and regulator must sustain at least 300% short circuit current for 10 seconds during 3 phase fault.

2.2.3. A NEMA 1 panel that is an integral part of the generator set must be provided to allow the installer a convenient location in which to make electrical output connections.

A fully rated, isolated neutral must be included by the generator set manufacturer to insure proper sizing.

2.2.4. The electric plant shall be mounted with vibration isolators on a welded steel base that shall permit suitable mounting to any level surface.

2.2.5. Provide the following items installed at the factory:

2.2.5.1. A main line circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated per the manufacturer's recommendations. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. A system utilizing manual reset field circuit breakers and current transformers is unacceptable. The breaker shall be rated for 800 amp, 3 Pole, 600 Vac and have a thermal – magnetic trip.

2.2.5.2 A 3 phase sensing voltage regulator is required.

2.2.5.3 A thermostatically controlled strip heater arranged to maintain stator windings above dew point

## 2.3. CONTROLS

2.3.1 All engine alternator controls and instrumentation shall be designed, built, wired, tested and shock mounted in NEMA 1 enclosure to the engine-generator set by the manufacturer.

2.3.2. The generator control system shall be a fully integrated and multi-purpose microprocessor based control system for standby emergency engine generators.

2.3.3. This configuration shall contain a complete automatic engine start-stop control where a digital signal from remote transfer switches initiates the start and stop functions to the engine.

2.3.4 The touch screen will display all pertinent unit parameters including:

- Generator Status
- Current unit status in real time
- Engine operating conditions
- Real time readouts of the engine and alternator analog values.
- Oil pressure and optional oil temperature
- Coolant temperature and level
- Fuel level (where applicable)
- Engine speed
- DC battery voltage
- Run time hours
- Generator voltages, amps, frequency
- Generator Commands
- Current engine start/stop status
- Alarm Status

Current alarm(s) condition  
 Low or high AC voltage  
 Low or high batter voltage  
 Low or high frequency  
 Pre-low or low oil pressure  
 Pre-high or high oil temperature (optional)  
 Low water level and temperature  
 Pre-high or high engine temperature  
 High, low and critical low fuel levels (where applicable)  
 Overcrank  
 Over and under speed  
 Unit not in "Automatic Mode"

2.3.5 The following equipment is to be provided by the engine-generator set manufacturer and shipped loose with the unit:

2.3.5.1. Provide an alarm annunciator panel for remote surface mounting with the following signals indicating status and possible malfunction. The annunciator must have the capability of programming the audible alarms as follows:

LAMP LEGEND	LIGHT	AUDIBLE
Pre-Alarm High Water Temperature	Yellow	Selectable
Pre-Alarm Low Oil Pressure	Yellow	Selectable
High Coolant Temp/Low Coolant Level	Red	Yes
Low Oil Pressure	Red	Yes
Low Coolant Temperature	Yellow	Selectable
Low Fuel	Yellow	Selectable
High Battery Voltage	Yellow	No
Not In Auto	Red	Yes
RPM Sensor Loss	Red	Yes
Over Speeds	Red	Yes
Low Battery Voltage	Yellow	Yes
Overcrank	Red	No
Generator Power	Yellow	No
Normal Utility Power	Green	No
System Ready	Green	No
Alarm Switch off	Red	No
Generator Running	Yellow	No
Battery Charger Failure	Yellow	Selectable
Emergency Stop	Red	Yes
Communications OK	Green	Yes

The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The remote annunciator shall have provision for installing a switch with the capability of starting, and stopping the standby generator set from the annunciator panel.

2.3.5.2. A surface mount Remote Relay Panel must be provided. The panel will monitor 8 selectable channels via a RS485 data link with the generator control panel. A status change in a form C contact will occur when a monitored channel changes state. This unit will be mounted in the pump station. The contractor will

be responsible for wiring the Remote Relay Panel. Contractor will install the Remote Relay Panel that the manufacturer of the generator requires.

2.3.5.3 Inputs to dialer panel: Generator Common Shutdown (Generator shutdown fault is occurring and generator will not run), Generator Running, and Generator intrusion alarm via magnetic reed switches installed on all access panels of the generator.

### 3. ADDITIONAL UNIT REQUIREMENTS

#### 3.1. Unit Accessories

3.1.1. The following equipment is to be installed at the engine-generator set manufacturer's facility.

3.1.1.1. Weather protective enclosure: The engine-generator set shall be factory enclosed in a heavy gauge steel enclosure constructed to withstand 100 mph winds. The roof shall be made of aluminum, aid in the runoff of water and included a drip edge. The enclosure shall be coated with electrostatically applied powder paint, baked and finished to manufacturer's specifications. The color will be the manufacturer's standard. The enclosure is to have large, hinged doors to allow access to the engine, alternator and control panel. The doors must lift off without the use of tools. Each door will have lockable hardware with identical keys. Padlocks do not meet this specification. Enclosure shall include automatic dampers at engine cooling air inlet and discharge. Cooling airflow through enclosure shall be sufficient to maintain temperature rise of system components within required limits when unit operates at 100 percent of rated load for 2 hours with ambient temperature at top of range specified.

The exhaust silencer(s) shall be provided of the size as recommended by the manufacturer and shall be of critical grade. The silencer(s) shall be mounted within the weather protective enclosure for reduced exhaust noise and provide a clean, smooth exterior design. It shall be connected to the engine with a flexible, seamless, stainless steel exhaust connection. A rain cap will terminate the exhaust pipe. All components must be properly sized to assure operation without excessive back pressure when installed.

3.1.1.2 A heavy duty, lead acid 12vdc battery shall be installed by the generator set manufacturer. Provide all intercell and connection battery cables as required.

### 4. ADDITIONAL PROJECT REQUIREMENTS

#### 4.1 APPLIED STANDARDS

#### 4.2 FACTORY TESTING

4.2.1 Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits.

Test shall include:

4.2.1.1. Verifying all safety shutdowns are functioning properly.

4.2.1.2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.

4.2.1.3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

#### 4.3. OWNER'S MANUALS

4.3.1 Owner's manuals specific to the product supplied must accompany delivery of the equipment. Contractor will supply 2 manuals to the department. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded view specific to this model must be included.

#### 4.4 INSTALLATION

4.4.1. Contractor shall install the complete electrical generating system including all fuel connections in accordance with the manufacturer's recommendations as reviewed by the Engineers.

4.4.2. Contractor will be responsible for anchoring of new generator to the concrete pad. Along with any additional grounding that the manufacturer or local codes required.

#### 4.5 SERVICE

4.5.1 Supplier of the electric plan and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24 hour call, experienced in servicing this type of equipment, providing warranty and routing maintenance service.

#### 4.6 WARRANTY

4.6.1. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 60 months. Such defective parts shall be repaired or replaced at the manufacture's option, free of charge. Travel and labor shall be included for the entire 60 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided to the satisfaction of the department.

#### 4.7 STARTUP AND CHECKOUT

4.7.1 The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to check out the completed installation and to perform an initial startup inspection at the project site. The technician shall prepare a report in writing to include:

4.7.1.1. Ensuring the engine starts (both hot and cold) within the specified time.

4.7.1.2. Verification of engine parameters within specification

4.7.1.3. Verify no load frequency and voltage, adjusting if required.

4.7.1.4. Test all automatic shutdowns of the engine-generator.

4.7.1.5. Perform a load test of the pump station, ensuring full load frequency and voltage are within specification by using building load.

#### 4.8 DEMONSTRATION

4.8.1. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain packaged engine generators.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

#### ELECTRIC UNIT HEATER WITH THERMOSTAT

Vertically suspended fan forced electric unit heater shall be constructed of heavy 18 gauge welded steel cabinet with powder coated finish. The heating element shall be copper clad steel sheath element with continuously brazed steel fins formed to allow side draw through air flow. The unit shall be equipped with overheat protection with automatic reset type limit controls to de-energize the heater if an over-temperature situation occurs. The single speed fan and motor shall be totally enclosed, permanently lubricated, thermally protected motors with unit bearings. Motor mounted with rubber insulator top minimize vibration and noise. Fan override purges unit of residual heat at shutdown. The louver assembly shall have individually adjustable louvers for directional control for air flow up to 15 degrees for straight horizontal. There shall be no diffuser. The unit shall displace at least 700 cubic feet per minute.

Control of the unit from 40 - 90 degrees Fahrenheit shall be by low voltage wall mounted thermostat. The unit shall have the electrical characteristics of 15KW, 480volts, 3phase and. The heating unit shall be factory wired for low voltage control and come equipped with a transformer. Control voltage shall be 24volts.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### EXHAUST FAN SYSTEM

A. EXHAUST FAN: Exhaust fan shall be direct drive, propeller type fan with wall housing and actuated back draft damper. The fan shall be fully welded and gusseted steel blade and hub design. It shall fit within the existing wall opening that is approximately 20" square in dimension. The contractor is to field verify size of fan before ordering equipment. The fan shall displace at least 900 cubic feet of air per minute against 0.25" static pressure. The fan shall be 120V and control shall be by a wall mounted line voltage thermostat, provided by fan manufacturer. Thermostat range shall be at least 50 degrees to 90 degrees Fahrenheit.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### INTAKE LOUVER/DAMPER

Combination intake louver/damper shall be installed in three locations at the Venice Pump Station. They shall fit within the existing wall openings that are approximately 28", and 18" square in dimension and shall have a 4" extended flat sill to fit existing wall openings. It shall be constructed of heavy gauge extruded aluminum construction frame and blades, be mechanically fastened and have a clear anodize finish. They shall have drainable head, exposed open blade linkage. They shall operate by 120V electric actuator and shall be wired in parallel with the exhaust fan. Louvers and dampers shall be interlocked with exhaust fan so that damper is open before fan is running. They shall be ordered with a bird screen, security bars and filter rack but do not install filters. When the blades are closed a tight seal shall be created to prevent the passage of air. The contractor is to field verify size of existing openings before ordering equipment.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### STEEL TREAD PLATES

Steel tread plates shall be installed at floor opening as shown in the plans. Steel plates shall be in accordance with ASTM A793. Concrete Expansion Anchors shall be Type 304 stainless steel, stud type expansion anchors conforming to FF-S-325, Group II, Type 4, Class 1.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

### SUBMERSIBLE PUMP MAINTENANCE

Both of the existing submersible storm water pumps shall be removed and serviced by an original pump manufacturer authorized service facility. One pump shall be removed from service at a time for service and inspection. Pump shall not be pulled until the service tech responsible for the inspection is standing by to inspect pump. Service and inspection shall be performed as follows:

Inspection:

1. Check the impeller clearance against factory recommendations, adjust if necessary.
2. Verify the insulation by measuring the resistance between the earth and phase lead and conduct a phase-to-phase resistance check. Compare to factory recommended levels
3. Verify resistance of thermal contact leakage sensor is within factory recommended levels
4. Verify thermistor resistance and measured voltage is within factory recommended levels
5. Verify the electrical junction box is clean and dry
6. Check that the lifting handle is in good condition and securely anchored to the housing

Service:

1. Drain all liquid present in the stator housing
2. Replace and grease oil plug and junction cover O-rings
3. Change oil
4. Replace support and main bearings
5. Replace the mechanical seal
6. Replace power and control cables
7. Replace impellar wear rings
8. clean all parts and O-ring grooves
9. Relubricate all springs, screws, and O-rings
10. Test the pump and check for rotation, vibrations, voltage and amperage

A written report listing the measured levels of the various parameters listed above and their corresponding factory recommendations shall be provided to the owner following the inspection. If any parameters are noted to be beyond factory recommendations, notify the owner immediately to discuss potential repairs that may be required.

All service and inspection activities shall be performed in accordance with original pump manufacturer specifications and recommendations (Flygt). If other damage or potential issues are noted during the inspections which are not noted within these specifications, notify the owner immediately to discuss potential repairs.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

FAULT CURRENT, OVERCURRENT PROTECTIVE DEVICE COORDINATION, AND ARC FLASH HAZARD STUDIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes computer-based, fault-current, overcurrent protective device coordination, and arc flash hazard studies.

- B. The fault current study shall be completed prior to ordering equipment to verify the adequacy of the equipment to meet the available fault current conditions.
- C. Protective devices shall be set based on results of the protective device coordination study.
- D. Arc flash warning labels shall be installed on equipment based on the results of the arc flash hazard study.

## 1.2 SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Product Certificates: For coordination, fault-current, and arc flash hazard-study computer software programs, certifying compliance with IEEE 399 and IEEE 1584.
- C. Qualification Data: For coordination-study specialist.
- D. Other Action Submittals: The following submittals shall be made after the approval process and the studies have been completed. Submit (3) hard copies and a digital copy of each report.
  - 1. Coordination-study input data, including completed computer program input data sheets.
  - 2. Study and Equipment Evaluation Reports.
  - 3. Coordination-Study Report.
  - 4. Arc flash hazard report

## 1.3 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.
- B. Coordination-Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
- C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.
- D. Comply with IEEE 399 for general study procedures.
- E. Comply with IEEE 1584 and NFPA 70E for arc flash hazard calculations

## PART 2 - PRODUCTS

### 2.1 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

- A. Comply with IEEE 399 and IEEE1584.
- B. Analytical features of fault-current-study computer software program shall include "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

## PART 3 - EXECUTION

### 3.1 POWER SYSTEM DATA

- A. Gather and tabulate the following input data to support coordination study:
  - 1. Product Data for overcurrent protective devices specified in other Division 26 Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
  - 2. Impedance of utility service entrance.
  - 3. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:
    - a. Circuit-breaker and fuse-current ratings and types.
    - b. Relays and associated power and current transformer ratings and ratios.
    - c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and X/R ratios.
    - d. Generator kilovolt amperes, size, voltage, and source impedance.
    - e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.
    - f. Busway ampacity and impedance.

- g. Motor horsepower and code letter designation according to NEMA MG 1.
4. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:
- a. Special load considerations, including starting inrush currents and frequent starting and stopping.
  - b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
  - c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
  - d. Generator thermal-damage curve.
  - e. Ratings, types, and settings of utility company's overcurrent protective devices.
  - f. Special overcurrent protective device settings or types stipulated by utility company.
  - g. Time-current-characteristic curves of devices indicated to be coordinated.
  - h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
  - i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
  - j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in amperes rms symmetrical.

### 3.2 FAULT-CURRENT STUDY

- A. Calculate the maximum available short-circuit current in amperes rms symmetrical at circuit-breaker positions of the electrical power distribution system. The calculation shall be for a current immediately after initiation and for a three-phase bolted short circuit at each of the following:
  - 1. Electric utility's supply termination point
  - 2. Main switchboard

3. Generators and transfer switches
  4. Motor-control center.
  5. Branch circuit panelboard.
  6. Local motor disconnect
- B. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Include studies of system-switching configurations and alternate operations that could result in maximum fault conditions.
- C. Calculate momentary and interrupting duties on the basis of maximum available fault current.
- D. Calculations to verify interrupting ratings of overcurrent protective devices shall comply with IEEE 241 and IEEE 242.
1. Transformers:
    - a. ANSI C57.12.22.
    - b. IEEE C57.12.00.
    - c. IEEE C57.96.
  2. Medium-Voltage Circuit Breakers: IEEE C37.010.
  3. Low-Voltage Circuit Breakers: IEEE 1015 and IEEE C37.20.1.
  4. Low-Voltage Fuses: IEEE C37.46.
- E. Study Report:
1. Show calculated X/R ratios and equipment interrupting rating (1/2-cycle) fault currents on electrical distribution system diagram.
- F. Equipment Evaluation Report:
1. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
  2. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.

3. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
4. Equipment evaluation report shall be completed prior to ordering electrical equipment and devices to ensure that the interrupting ratings of the equipment are sufficient for the available fault currents.

### 3.3 COORDINATION STUDY

- A. Perform coordination study using approved computer software program. Prepare a written report using results of fault-current study. Comply with IEEE 399.
  1. Calculate the maximum and minimum 1/2-cycle short-circuit currents.
  2. Calculate the maximum and minimum interrupting duty (5 cycles to 2 seconds) short-circuit currents.
- B. Comply with IEEE 241 recommendations for fault currents and time intervals.
- C. Transformer Primary Overcurrent Protective Devices:
  1. Device shall not operate in response to the following:
    - a. Inrush current when first energized.
    - b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
    - c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.
  2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.
- D. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and conductor melting curves in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.
- E. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:

1. Tabular Format of Settings Selected for Overcurrent Protective Devices:
    - a. Device tag.
    - b. Relay-current transformer ratios; and tap, time-dial, and instantaneous-pickup values.
    - c. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.
    - d. Fuse-current rating and type.
  2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:
    - a. Device tag.
    - b. Voltage and current ratio for curves.
    - c. Three-phase and single-phase damage points for each transformer.
    - d. No damage, melting, and clearing curves for fuses.
    - e. Cable damage curves.
    - f. Transformer inrush points.
    - g. Maximum fault-current cutoff point.
- F. Completed data sheets for setting of overcurrent protective devices.

#### 3.4 ARC FLASH HAZARD ANALYSIS

- A. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2004, Annex D.
- B. The flash protection boundary and the incident energy shall be calculated at all equipment locations shown on the one-line diagram on sheet E700 with the exception of existing equipment that is not modified as part of this project. Additionally, the analysis shall include all new local motor disconnects installed as part of this project.

- C. Safe working distances shall be based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm<sup>2</sup>.
- D. When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Ground overcurrent relays should not be taken into consideration when determining the clearing time when performing incident energy calculations
- E. The short-circuit calculations and the corresponding incident energy calculations for multiple system scenarios must be compared and the greatest incident energy must be uniquely reported for each equipment location. Calculations must be performed to represent the maximum and minimum contributions of fault current magnitude for all normal and emergency operating conditions. The minimum calculation will assume that the utility contribution is at a minimum and will assume a minimum motor contribution (all motors off). Conversely, the maximum calculation will assume a maximum contribution from the utility and will assume the maximum amount of motors to be operating. Calculations shall take into consideration the parallel operation of synchronous generators with the electric utility, where applicable.
- F. The incident energy calculations must consider the accumulation of energy over time when performing arc flash calculations on buses with multiple sources. Iterative calculations must take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators should be decremented as follows:
  - 1. Fault contribution from induction motors should not be considered beyond 3-5 cycles.
  - 2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g. contributions from permanent magnet generators will typically decay from 10 per unit to 3 per unit after 10 cycles).
- G. For each equipment location with a separately enclosed main device (where there is adequate separation between the line side terminals of the main protective device and the work location), calculations for incident energy and flash protection boundary shall include both the line and load side of the main breaker.
- H. When performing incident energy calculations on the line side of a main breaker (as required per above), the line side and load side contributions must be included in the fault calculation.
- I. Mis-coordination should be checked amongst all devices within the branch containing the immediate protective device upstream of the calculation location and the calculation should utilize the fastest device to compute the incident energy for the corresponding location.

- J. Arc Flash calculations shall be based on actual overcurrent protective device clearing time. Maximum clearing time will be capped at 2 seconds based on IEEE 1584-2002 section B.1.2. Where it is not physically possible to move outside of the flash protection boundary in less than 2 seconds during an arc flash event, a maximum clearing time based on the specific location shall be utilized.
- K. Prepare a written report indicating the following results of the incident energy and flash protection boundary calculations including:
1. Arcing fault magnitude
  2. Protective device clearing time
  3. Duration of arc
  4. Arc flash boundary
  5. Working distance
  6. Incident energy
  7. Hazard Risk Category
  8. Recommendations for arc flash energy reduction
  9. Tabular Format of Settings Selected for Overcurrent Protective Devices:
- L. Arc Flash Warning Labels
1. The contractor of the Arc Flash Hazard Analysis shall provide and install a 3.5 in. x 5 in. thermal transfer type label of high adhesion polyester for each work location analyzed. Label shall be waterproof and UV-resistant.
  2. All labels will be based on recommended overcurrent device settings and will be provided after the results of the analysis have been presented to the owner and after any system changes, upgrades or modifications have been incorporated in the system.
  3. The label shall include the following information, at a minimum:
    - a. Location designation
    - b. Nominal voltage
    - c. Flash protection boundary
    - d. Hazard risk category

- e. Incident energy
  - f. Working distance
  - g. PPE class required
  - h. Engineering report number, revision number and issue date.
4. Labels shall be machine printed, with no field markings.
  5. One arc flash label shall be provided for each piece of equipment shown in the one-line diagram on sheet E700 and for each local motor disconnect.

The application of this Section will proceed per the PUMP STATION ELECTRICAL WORK special provision, which is amongst the accompanying special provisions.

Basis of Payment: This work will be paid for at the contract lump sum price for PUMP STATION ELECTRICAL WORK.

#### **CHAIN LINK GATES (SPECIAL) AND CHAIN LINK FENCE, 8' (SPECIAL)**

This work shall consist of furnishing, erecting, and installing chain link fence, gates, and accessories in accordance with Section 664 of the Standard Specifications, at locations shown in the plans, and as directed by the Engineer.

The Contractor shall not perform any earth or rock excavation on the project site. All excavation shall be performed by IDOT District 8 personnel. The Contractor shall indicate in the field the location, size and required depth of the fence post foundations. The Contractor will be required to have one representative at the project site during excavation activities to verify and provide guidance on the fence post excavation location, size and depth.

The Contractor shall furnish the portland cement concrete and install all materials.

The chain link fence and gates shall have three strands of barbed wire across the top of the fence.

Height of the fence and gates shall be measured to the top of the chain link fabric.

Size, type and number of gates are shown on the plans.

Method of Measurement: Chain link fence (special) will be measured for payment in feet along the top of the fence from center to center of end posts, excluding the length occupied by gates.

No additional compensation shall be given to the Contractor, if the size or depth of the fence post excavation exceeds the dimensions in the plans or Highway Standard.

Basis of Payment: This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE, (SPECIAL), of the height specified, and at the contract unit price per each for CHAIN LINK GATES 8' (SPECIAL).

**FENCE REMOVAL**

This work shall consist of the removal and disposal of existing chain link fence, fence posts, and barbed wire.

The fence and posts shall be removed to the existing ground elevation. The Contractor shall perform no excavation at the project site. The existing posts shall be cut off at the existing grade and ground down to prevent existing foundation and remaining post from being a tripping and safety hazard.

Method of Measurement: Fence removal will be measured for payment in feet along the top of the fence from center to center of end posts.

Basis of Payment: This work will be paid for at the contract unit price per foot for FENCE REMOVAL.

**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 <sup>1'</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2'</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2'</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/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 (DBE)**

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 **10.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials 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."

#### **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

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

Effective: August 1, 2012

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

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, 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 **75** working days.

**VETERAN BUSINESS PROGRAM**

Effective: November 6, 2014

STATE OBLIGATION. This special provision will be used by the Department to satisfy the requirements of the Illinois Procurement Code, 30 ILCS 500/45-57. It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified Service-Disabled Veteran-Owned Small Businesses (SDVOSB) and Veteran-Owned Small Businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific Veteran Small Business participation goal of **0.00%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this contract.

The Veteran Small Business participation goal is applicable to all bids. In addition to the other award criteria established for this contract, the Department will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

VETERAN SMALL BUSINESS CERTIFIED VENDOR LOCATOR REFERENCES. Vendors may consult CMS' Veteran Small Business Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business) as well as the directories of other certifying agencies, but firms must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer (see Title 44 Illinois Administrative Code Sec. 20.530).

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

At the time of the bid, Vendor, or Vendor's proposed subcontractor, must be certified with CMS as a VOSB or SDVOSB.

Following are guidelines for Vendor's completion of the Utilization Plan.

- (a) The bidder shall submit a Veteran Business Program (VBP) Utilization Plan. The format for the VBP Utilization Plan is included in this special provision.

- (b) Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either:
  - (1) met the entire contract goal;
  - (2) made good faith efforts towards meeting the entire goal; or
  - (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.
- (c) If the bidder is a joint venture comprised of Veteran Business Enterprises (VBE) companies and non-VBE companies, the plan must also include:
  - (1) A clear identification of the portion of work to be performed by the VOSB/SDVOSB partner(s); and
  - (2) An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Department may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Department in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder nonresponsive or not responsible. The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved.

GOOD FAITH EFFORT PROCEDURES. Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid. Vendors may not be permitted to correct goal deficiencies after bid due dates. The Department will consider the quality, quantity, and intensity of Vendor's efforts but if the Department determines that a Vendor did not demonstrate good faith efforts towards meeting the goal on the bid, the bid may be deemed nonresponsive or not responsible.

The Utilization Plan contains a checklist of actions that the Department will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases.

- (a) In evaluating Vendor's good faith efforts, the Department may consider whether the ability of other bidders to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- (b) If the Department determines that Vendor has made good faith efforts to meet the goal, the Department may award the contract provided that Vendor is otherwise eligible for award.

- (c) If the Department determines that good faith efforts have not been met, the bidder may be determined to be nonresponsive or not responsible.

CALCULATING CERTIFIED VOSB/SDVOSB VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified VOSB/SDVOSB vendors 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 the VOSB/SDVOSB vendors. Applicable guidelines for counting payments attributable to contract goals are listed below:

- (a) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- (1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Department shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- (2) A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Department shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- (b) The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid.
- (c) A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.

- (d) A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers.
- (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
  - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (e) Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- (f) A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

**CONTRACT COMPLIANCE.** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal. Vendors are encouraged to seek VOSB/SDVOSB firms during the course of performing the contract.

- (a) NO AMENDMENT. The Utilization Plan may not be amended after contract execution without the Department's prior written approval.
- (b) CHANGES TO WORK. Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Department. Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances and possibly others on a case-by-case basis:

- (1) Unavailability after receipt of reasonable notice to proceed;
- (2) Failure of performance;
- (3) Financial incapacity;
- (4) Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;
- (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (6) Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;
- (7) The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- (8) Decertification of the certified VOSB/SDVOSB vendor.

If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Department in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Department will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

Where Vendor has established the basis for the substitution to the Department's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor.

Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.

When adding a VOSB/SDVOSB, a new certified VOSB/SDVOSB vendor agreement should be executed and submitted to the Department with the appropriate subcontractor approval forms prior to the subcontractor's performance of work on the project.

Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Department to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Department shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 15 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

The Department will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Department to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

The Department reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

**\*\*RETURN WITH BID\*\***

**VETERAN BUSINESS PROGRAM (VBP) UTILIZATION PLAN**

The VBP Utilization Plan includes the Letters of Intent and Good Faith Efforts.

(Vendor)\_\_\_\_\_ submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the (VBP). We understand that all subcontractors must be certified with the CMS Veteran Small Business Program at the time of submission of all bids. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor submits the following statement:

- \_\_\_ Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
- \_\_\_ Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- \_\_\_ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*RETURN WITH BID\*\***

**DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER**

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Contract Compliance will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid nonresponsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award. Insufficient Good Faith Effort documentation may render the bidder nonresponsive or not responsible.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. Please check the actions which you completed. If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- \_\_\_\_\_ Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](http://www2.illinois.gov/cms/business) to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
  
- \_\_\_\_\_ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
  
- \_\_\_\_\_ Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
  
- \_\_\_\_\_ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

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- \_\_\_\_\_ Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors 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 certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
  
- \_\_\_\_\_ Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons.
  
- \_\_\_\_\_ Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the State.
  
- \_\_\_\_\_ Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

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**GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform. Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified Veteran Small Business Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

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**LETTER OF INTENT (LOI)**

**BETWEEN PRIME VENDOR AND CERTIFIED VETERAN SMALL BUSINESS VENDOR**

Instructions: The Bidder is required to submit a separate, signed LOI from each identified certified VOSB/SDVOSB vendor (hereinafter "certified vendors"). **LOIs must be submitted with the Bid and must be signed by both parties.** The Prime Bidder shall not prohibit or otherwise limit certified vendor(s) from providing bids or quotes to other potential bidders. Each LOI shall include the dollar amount, percentage, and scope of work to be performed by each identified certified vendor. All LOI's shall be subject to Department approval.

Any changes involving or affecting the identified certified vendor(s) may not be permitted without written approval of the Department.

Contract Number:

Name of Vendor:

Name of Contact Person:

Address:

City, State and Zip:

Telephone: Fax: Email:

Name of Certified Veteran Small Business Vendor: Name of Contact Person:

Address:

City, State and Zip:

Telephone: Fax: Email:

Proposed % of Contract to be performed by the certified vendor firm: \_\_\_\_\_%

Proposed dollar amount of Contract to be performed by the certified vendor: \$\_\_\_\_\_

Description of work to be performed by the certified vendor firm:

Vendor and the Certified vendor above hereby agree that upon the execution of a contract for the above-named project between Bidder and the State of Illinois, the certified vendor will perform the scope of work for the percentage as indicated above.

Bidder (Company Name or D/B/A):

Certified Vendor (Company Name or D/B/A):

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

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

Effective: April 2, 2004

Revised: April 1, 2009

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

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

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

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

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