

# **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

# 139

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. 76H83  
Various Counties  
Section DIST. 8 L TS 2015-1  
Various Routes  
District 8 Formal Contract**

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)

**Page intentionally left blank**

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. 76H83**  
**Various Counties**  
**Section DIST. 8 L TS 2015-1**  
**Various Routes**  
**District 8 Formal Contract**

**This project consists of repair and maintenance of highway lighting and traffic signals in District 8.**

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)

---



---



**CONTRACT NUMBER**

**76H83**

**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 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.

---

---

---

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)**

<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 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 \_\_\_

---

(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 \_\_\_

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ 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. 76H83  
Various Counties  
Section DIST. 8 L TS 2015-1  
Various Routes  
District 8 Formal Contract**

**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. 76H83**  
**Various Counties**  
**Section DIST. 8 L TS 2015-1**  
**Various Routes**  
**District 8 Formal Contract**

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.

Firm Name \_\_\_\_\_

(IF AN INDIVIDUAL)                      Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

---

Firm Name \_\_\_\_\_

By \_\_\_\_\_

(IF A CO-PARTNERSHIP)                      Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

---

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Typed or printed name and title of Authorized Representative

(IF A CORPORATION)

Attest \_\_\_\_\_

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

Business Address \_\_\_\_\_

\_\_\_\_\_

---

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Typed or printed name and title of Authorized Representative

(IF A JOINT VENTURE)

Attest \_\_\_\_\_

Signature

Business Address \_\_\_\_\_

\_\_\_\_\_

---

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

---



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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

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

---

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

---

## 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. 76H83  
Various Counties  
Section DIST. 8 L TS 2015-1  
Various Routes  
District 8 Formal Contract**



**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 \_\_\_

---

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

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

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

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

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

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

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

---

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

---

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

---

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

---

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

---

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

**RETURN WITH SUBCONTRACT**

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

---

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

---

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

---

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized 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. 76H83  
Various Counties  
Section DIST. 8 L TS 2015-1  
Various Routes  
District 8 Formal Contract**

**This project consists of repair and maintenance of highway lighting and traffic signals in District 8.**

**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)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
101 Definition of Terms .....	1
102 Advertisement, Bidding, Award, and Contract Execution .....	2
105 Control of Work .....	3
106 Control of Materials .....	5
107 Legal Regulations and Responsibility to Public .....	6
108 Prosecution and Progress .....	14
109 Measurement and Payment .....	15
202 Earth and Rock Excavation .....	17
211 Topsoil and Compost .....	19
250 Seeding .....	20
253 Planting Woody Plants .....	21
280 Temporary Erosion and Sediment Control .....	23
312 Stabilized Subbase .....	24
406 Hot-Mix Asphalt Binder and Surface Course .....	25
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	28
420 Portland Cement Concrete Pavement .....	32
424 Portland Cement Concrete Sidewalk .....	34
440 Removal of Existing Pavement and Appurtenances .....	35
502 Excavation for Structures .....	36
503 Concrete Structures .....	37
504 Precast Concrete Structures .....	40
506 Cleaning and Painting New Steel Structures .....	41
512 Piling .....	42
516 Drilled Shafts .....	43
521 Bearings .....	44
540 Box Culverts .....	45
588 Bridge Relief Joint System .....	46
589 Elastic Joint Sealer .....	48
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction .....	49
603 Adjusting Frames and Grates of Drainage and Utility Structures .....	50
606 Concrete Gutter, Curb, Median, and Paved Ditch .....	52
610 Shoulder Inlets with Curb .....	53
639 Precast Prestressed Concrete Sight Screen .....	54
642 Shoulder Rumble Strips .....	55
643 Impact Attenuators .....	56
644 High Tension Cable Median Barrier .....	58
669 Removal and Disposal of Regulated Substances .....	60
670 Engineer's Field Office and Laboratory .....	64
701 Work Zone Traffic Control and Protection .....	65
706 Impact Attenuators, Temporary .....	68
707 Movable Traffic Barrier .....	71
708 Temporary Water Filled Barrier .....	73
730 Wood Sign Support .....	75
780 Pavement Striping .....	76
816 Unit Duct .....	81
836 Pole Foundation .....	82
860 Master Controller .....	83
1001 Cement .....	84
1003 Fine Aggregates .....	85

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

1004	Coarse Aggregates .....	87
1006	Metals .....	91
1011	Mineral Filler .....	93
1017	Packaged, Dry, Combined Materials for Mortar .....	94
1018	Packaged Rapid Hardening Mortar or Concrete .....	95
1019	Controlled Low-Strength Material (CLSM) .....	96
1020	Portland Cement Concrete .....	97
1024	Grout and Nonshrink Grout .....	136
1030	Hot-Mix Asphalt .....	137
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain .....	142
1042	Precast Concrete Products .....	143
1069	Pole and Tower .....	144
1070	Foundation and Breakaway Devices .....	145
1073	Controller .....	146
1081	Materials for Planting .....	147
1082	Preformed Bearing Pads .....	148
1083	Elastomeric Bearings .....	149
1088	Wireway and Conduit System .....	150
1095	Pavement Markings .....	152
1101	General Equipment .....	155
1102	Hot-Mix Asphalt Equipment .....	157
1103	Portland Cement Concrete Equipment .....	159
1105	Pavement Marking Equipment .....	160
1106	Work Zone Traffic Control Devices .....	161

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
1	Additional State Requirements for Federal-Aid Construction Contracts ..... 163
2	Subletting of Contracts (Federal-Aid Contracts) ..... 166
3	X EEO ..... 167
4	X Specific EEO Responsibilities Non Federal-Aid Contracts ..... 177
5	X Required Provisions - State Contracts ..... 182
6	Asbestos Bearing Pad Removal ..... 188
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal ..... 189
8	Temporary Stream Crossings and In-Stream Work Pads ..... 190
9	Construction Layout Stakes Except for Bridges ..... 191
10	Construction Layout Stakes ..... 194
11	Use of Geotextile Fabric for Railroad Crossing ..... 197
12	Subsealing of Concrete Pavements ..... 199
13	Hot-Mix Asphalt Surface Correction ..... 203
14	Pavement and Shoulder Resurfacing ..... 205
15	Reserved ..... 206
16	Patching with Hot-Mix Asphalt Overlay Removal ..... 207
17	Polymer Concrete ..... 208
18	PVC Pipeliner ..... 210
19	Pipe Underdrains ..... 211
20	Guardrail and Barrier Wall Delineation ..... 212
21	Bicycle Racks ..... 216
22	Reserved ..... 218
23	Temporary Portable Bridge Traffic Signals ..... 219
24	X Work Zone Public Information Signs ..... 221
25	Nighttime Inspection of Roadway Lighting ..... 222
26	English Substitution of Metric Bolts ..... 223
27	English Substitution of Metric Reinforcement Bars ..... 224
28	Calcium Chloride Accelerator for Portland Cement Concrete ..... 225
29	Reserved ..... 226
30	Quality Control of Concrete Mixtures at the Plant ..... 227
31	Quality Control/Quality Assurance of Concrete Mixtures ..... 235
32	Digital Terrain Modeling for Earthwork Calculations ..... 251
33	Pavement Marking Removal ..... 253
34	Preventive Maintenance – Bituminous Surface Treatment ..... 254
35	Preventive Maintenance – Cape Seal ..... 260
36	Preventive Maintenance – Micro-Surfacing ..... 275
37	Preventive Maintenance – Slurry Seal ..... 286
38	Temporary Raised Pavement Markers ..... 296
39	Restoring Bridge Approach Pavements Using High-Density Foam ..... 297

## TABLE OF CONTENTS

LOCATION OF PROJECT .....	1
DESCRIPTION OF PROJECT .....	1
ELECTRONIC SUBMITTAL OF EEO-LABOR REPORTS .....	1
STATUS OF UTILITIES TO BE ADJUSTED .....	2
TERM OF CONTRACT .....	2
TERMINATION FOR CAUSE .....	3
PRE-CONSTRUCTION MEETING .....	3
GENERAL .....	3
ASSIGNMENT OF WORK .....	4
WORK ORDERS .....	4
PARTS AND MATERIALS .....	4
TRAVEL EXPENSE .....	5
EQUIPMENT .....	5
RESPONSE TIMES .....	6
FAILURE TO MEET RESPONSE TIME /LIQUIDATED DAMAGES .....	6
CONTROL OF WORK .....	7
TRAFFIC CONTROL AND PROTECTION .....	8
CONTRACTOR'S REPRESENTATIVE .....	9
SUPERVISION OF WORK FORCE .....	9
FACSIMILE MACHINE .....	9
JOURNEYMAN ELECTRICIAN .....	9
APPRENTICE ELECTRICIAN .....	10
PICK-UP TRUCK .....	10
BUCKET TRUCK .....	11
ARROWBOARD (TRAILER MOUNTED) .....	11
ATTENUATOR, CRASH (TRUCK MOUNTED) .....	11
ROUTINE WORK ITEMS .....	11
TRAFFIC SIGNAL LED REPLACEMENT .....	12
TOWER LIGHTING INSPECTION .....	13
REPLACE SERVICE INSTALLATION, COMPLETE .....	13
DETECTOR LOOP, SPECIAL .....	13
REPAIR TRAFFIC SIGNAL KNOCKDOWN .....	14
REPAIR FLASHING BEACON KNOCKDOWN .....	14

REPAIR HIGHWAY LIGHT POLE KNOCKDOWN .....	15
REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLINGS.....	15
REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE .....	16
REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY .....	16
LED LAMP MODULE REPLACEMENT .....	16
KNOCKDOWN DEBRIS .....	17
KNOCKDOWN DOCUMENTATION .....	17
ANCHOR BOLT REPAIRS .....	17
TEST EQUIPMENT .....	17
SMALL TOOLS.....	18
CONTROLLER SERVICE LOGS.....	18
TRAFFIC SIGNS.....	18
NUMBERING SYSTEM .....	18
WAIVER OF LIEN.....	18
PROTECTIVE GEAR AND CLOTHING.....	19
CONFINED SPACE ENTRY.....	19
INVOICES.....	19
SOFTWARE.....	20
SCHEDULE OF WORK .....	21
WARRANTIES FOR SUPPLIES AND SERVICES .....	21
EXPENSES.....	21
TAX.....	21
PAYMENT TERMS AND CONDITIONS.....	22
ATTACHMENT C.....	23
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE).....	51
CONTRACT CLAIMS (BDE).....	53
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE).....	54
EQUAL EMPLOYMENT OPPORTUNITY (BDE).....	64
PROGRESS PAYMENTS (BDE).....	67
TRACKING THE USE OF PESTICIDES (BDE).....	68
WEEKLY DBE TRUCKING REPORTS (BDE).....	68
VETERAN BUSINESS PROGRAM .....	68

## STATE OF ILLINOIS

---

### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section Dist 8 LTS 2015-1, Various Counties, Contract No. 76H83, 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

North Area: Calhoun, Greene, Jersey, and portions of Madison and Bond  
Central Area: Clinton, Marion, and portions of Madison, Bond, St. Clair and Washington  
South Area: Monroe, Randolph, and portions of St. Clair and Washington

#### DESCRIPTION OF PROJECT

To provide operable and properly maintained traffic signals, flashing beacons, highway lighting, navigation/aviation lighting and data collection stations in District 8/Region 5.

#### 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.

## **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 107.31 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.

## **TERM OF CONTRACT**

The term of this Contract shall commence on July 1, 2015 and terminate on June 30, 2016. All services contracted for prior to the termination date must be completed and invoiced to IDOT within 45 calendar days of the termination date.

## **TERMINATION FOR CAUSE**

The State may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Contractor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

## **PRE-CONSTRUCTION MEETING**

A Pre-Construction Meeting will be mandatory and will be held prior to start of work on this contract. Contact Dave Walker to schedule meeting – 618-346-3274.

## **GENERAL**

These specifications are prepared by the DEPARTMENT for the purpose of entering into a contract for providing electrical maintenance services to traffic signal, flashing beacon, highway lighting, navigational/aviation bridge lighting, Intelligent Transportation System equipment, and data collection station facilities within District 8; and, to have a qualified and capable Contractor readily available for emergency traffic signal, flashing beacon, highway lighting, surveillance camera, video detector, and dynamic message sign work at established prices, subject to the terms and conditions contained in this Contract/Proposal. Work covered by this contract shall be performed on electrical facilities located within the District. The Northern part includes Calhoun, Greene, Jersey and portions of Madison and Bond counties and is broke into the following:

- North Area: Calhoun, Greene, Jersey, and portions of Madison and Bond
- Central Area: Clinton, Marion, and portions of Madison, Bond, St. Clair and Washington
- South Area: Monroe, Randolph, and portions of St. Clair and Washington

The work shall consist of repairing or replacing damaged electrical traffic control devices, servicing malfunctioning traffic signal controllers, repairing highway lighting outages, traffic signal relamping and cleaning, replacing loop detectors, modernizing existing electrical facilities, video detectors, adding new facilities and providing whatever electrical services that are requested at locations described in a work order from the Illinois DEPARTMENT of Transportation.

All work performed and materials supplied shall be in accordance with the latest edition of the "Standard Specifications for Road and Bridge Construction" (<http://www.dot.il.gov/>); the latest editions of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (<http://mutch.fhwa.dot.gov/>), and the National Electrical Code (<http://www.nfpa.org/>) in effect at the time a work order is issued.

## **ASSIGNMENT OF WORK**

Nothing in this contract shall be construed to provide the Contractor the exclusive right to service the DEPARTMENT's electrical facilities in this service area. The DEPARTMENT reserves the right to perform any and all work on these electrical devices with its own forces or to assign another Contractor to work within this service area.

## **WORK ORDERS**

All work to be performed by the Contractor shall be on a call-out basis, normally being initiated with a telephone call, or e-mailed message, and followed by a written work order authorizing the work. The work order shall show the date and time of issuance, type of facility, location and a description of the service required or the problem reported.

The Contractor shall be available to respond to calls for service at all times, to include Saturdays, Sundays, and holidays, to correct any malfunction of equipment or effect any temporary emergency repair to damaged equipment resulting from any cause.

The Contractor shall designate at least four (4) responsible representatives of his organization to whom the DEPARTMENT may issue work orders and instructions. The Contractor shall provide the DEPARTMENT with the names and telephone numbers of these representatives. One of these representatives shall be available at all times.

If at the time the service is being performed, it appears that additional work of a minor nature is needed, the Contractor shall proceed with that work. If it appears that the additional work could result in a substantial addition or change to the current work order, the Contractor shall contact the DEPARTMENT before proceeding with the additional work.

The date and time the Contractor's work crew arrives at the location on the work order and the date and time the requested work is completed shall be noted on the Contractor's billing invoice submitted to the DEPARTMENT for payment. If the work is not completed on the first trip, the Contractor shall record on the invoice the arrival and departure dates and times for all subsequent work crews until the work order is completed.

The Contractor shall advise Mr. David Walker or his successor at 618-346-3274 during normal work hours or the District 8 communications office at 618-346-3233 after normal work hours upon arrival or departure of the site of all emergency service calls and provide the status of work. Normal work hours, for the purposes of this contract shall be hours during which the Contractor is not required to pay overtime labor rates.

## **PARTS AND MATERIALS**

Parts and materials supplied by the Contractor, which have a retail value under \$25.00 per unit, shall be considered included in the contract and no additional compensation shall be paid.

The price charged by the Contractor for non-incidentals parts or materials with a retail value over \$25.00 per unit shall be the actual cost to the Contractor, to which 15 percent may be added. The actual billing invoices from the suppliers of these items must be submitted as documentation of parts and materials costs. When such parts and materials are furnished by the Contractor, the material shall be of the best grade of its respective kind, for the intended purpose. The Contractor is expected to make a good faith effort to purchase the parts and materials supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the Contractor shall be considered included in the cost of the contract, except for certain knockdown repairs, or when a special piece of equipment is required to properly transport the item(s).

Parts and materials may be furnished by the DEPARTMENT when available and practical, unless otherwise specified by this contract. The transportation of DEPARTMENT supplied parts and materials to the location on the work order by the Contractor shall be considered included in the cost of the contract. The DEPARTMENT, at its discretion, may increase or decrease the quantities or kinds of materials supplied to the Contractor. In order to expedite the repair of an installation, the DEPARTMENT reserves the right to deliver parts, materials, and equipment directly to the Contractor's shop or to the job site.

#### **TRAVEL EXPENSE**

The Contractor shall not be reimbursed for travel expenses, including "port to port" charges, incurred in fulfilling obligations under this contract. All such charges are to be included and paid for as part of the unit costs contained herein.

#### **EQUIPMENT**

The Contractor shall submit unit costs for this contract for equipment to be used in the execution of this contract.

If the DEPARTMENT authorizes the Contractor to use a piece of machinery or equipment that does not have a contract unit price and is not considered included in the cost of the contract, payment shall be made in accordance with Article 109.04 (b) (4) of the Standard Specifications for Road and Bridge Construction.

Standard equipment operating costs for fuel, lubricants, wear & tear, loss of equipment, repairs, servicing, filters, tires, etc. are to be included in the contract unit price. No additional compensation for these operating expenses will be allowed.

All Contractor work crews shall be equipped with a cellular telephone to facilitate communications with work crews and to verify operating conditions of essential electrical facilities. If more than one vehicle is being used for a work order, only the crew leader will be required to be equipped with a cellular telephone. The Contractor shall provide the DEPARTMENT with the cellular telephone number being used in the execution of each work order. The DEPARTMENT reserves the rights to use the cellular telephone to contact a Contractor's work crew for their location and to request a report on the status of a work order. All costs associated with this requirement shall be included in the contract.

## **RESPONSE TIMES**

The DEPARTMENT may establish an expected response time for the requested service at the time a work order is issued. If, however, the Contractor is not given a definitive response time, the following are to apply:

1. Emergency Service Calls - Work crew shall be at the location on the work order within one and one-half hours of notification during normal work hours and within two hours of notification after normal work hours.

Normal work hours, for the purposes of this contract shall be hours during which the Contractor is not required to pay overtime labor rates.

Emergency Service Calls are defined as all traffic signals at an intersection dark or malfunctioning, dark flashing beacons, knocked down traffic signal or highway lighting standards or controllers and knocked down, damaged flashing beacon installations or as designated by the DEPARTMENT.

2. Non-Emergency Traffic Signal/Flashing Beacon Calls - respond within 24 hours of issuance.

3. Highway Lighting Outages - respond within five (5) working days of issuance.

Working day, when used in connection with this contract, shall mean any day the offices of the DEPARTMENT are open for normal business.

4. Routine Work Items - complete work within 30 days of the date work order was issued.

It shall be the Contractor's responsibility to promptly notify the DEPARTMENT, if for any reason, the Contractor cannot meet either the response time established at the issuance of the work order, or the response times established herein.

## **FAILURE TO MEET RESPONSE TIME /LIQUIDATED DAMAGES**

Time is of the essence when responding to a work order issued by the DEPARTMENT for an emergency service call or priority Intelligent Transportation system service call. Failure to respond and make repairs in a timely manner will cause public inconvenience, endanger the public safety, and subject the DEPARTMENT to public criticism.

Emergency service calls shall be responded to as designated in the above section. In the event of a breach of the designated response times by the Contractor, the Contractor and DEPARTMENT agree that an amount of actual damage is difficult to ascertain. Therefore, the Contractor and the DEPARTMENT agree that in the event the Contractor fails to meet the required response time for an emergency service call, the Contractor shall be liable to the DEPARTMENT for liquidated damages as specified in the following amounts which are reasonable and proportionate to the amount of the work order:

Work Order Amount: Liquidated Damages for:

From:	To:	Each 15 Minutes*
\$ 0	\$ 500	\$ 25
\$ 500	\$1000	\$ 50
\$1000	and over	\$100

\* After applicable response time expires

Priority Intelligent Transportation System service calls and routine work items shall be responded to and completed as designated in the above section. In the event of a breach of the designated completion times by the Contractor, the Contractor and DEPARTMENT agree that an amount of actual damage is difficult to ascertain. Therefore, the Contractor and the DEPARTMENT agree that in the event the Contractor fails to meet the required completion time for a priority non-emergency service call or routine work item, and the DEPARTMENT has not approved a work time extension, the Contractor shall be liable to the DEPARTMENT for liquidated damages as specified in the following amounts which are reasonable and proportionate to the amount of the work order:

Work Order Amount: Liquidated Damages for:

From:	To:	Each Day*
\$ 0	\$ 500	\$ 250
\$ 500	\$1000	\$ 500
\$1000	and over	\$1000

\* After applicable completion time expires

## **CONTROL OF WORK**

The DEPARTMENT shall conduct frequent inspections of the respective systems and installations to determine if the servicing is being performed by the Contractor promptly and satisfactorily, and in the manner specified in the contract.

The Contractor shall at all times provide a force of qualified personnel sufficient, in the opinion of the DEPARTMENT, to perform the work and specialized operations required and described herein. A working knowledge will be required in basic electrical circuits, solid state circuits, D.C. applications, field testing equipment, and local/national electrical codes. The DEPARTMENT of Transportation shall be the sole judge as to the qualifications and credentials of the Contractor's personnel.

The DEPARTMENT reserves the right to require the Contractor to remove any employee from his/her assignment on the job site based upon conduct, carelessness, insubordination, incompetence, inefficiency or any other conditions deemed to be contrary to the best interest of the State of Illinois.

The DEPARTMENT reserves the right to place maximum or minimum limits on the work force and/or equipment utilized by the Contractor to execute a work order. The Contractor's employees shall be prepared to cooperate with such inspections and shall provide whatever information is requested concerning the work in progress.

Each work day, the Contractor shall provide the DEPARTMENT a schedule of contract work activities for the day. The schedule will show the location, type of work and estimate of when each work crew will be at the location on the work order. This information shall be faxed to 618/346-3295 & 618/346-3270 by 8:30 a.m.

## **TRAFFIC CONTROL AND PROTECTION**

The Contractor shall utilize the proper traffic control and protection procedures required by applicable State standards, to properly protect his workmen and the motoring public, when work is being performed on or near the roadway. Traffic control and protection will be provided by the Contractor utilizing available pay items listed in this contract. Signs and mountings, barricades and cones used for traffic control and protection are included in the cost of the contract and will not be paid for separately. Traffic control and protection is included in the cost of the unit cost of all Routine Work Items.

All Contractor vehicles used to fulfill the conditions of this contract shall be marked with no less than a total of 75 feet of 6" wide high intensity retroreflective conspicuous markings on the sides and rear of the vehicle. The color of these marking shall contrast the color of the vehicle. Each vehicle shall be equipped with front and rear strobes, one side will be amber and the other side will be white. All vehicles shall have a minimum of eight 36" high cones. These cones shall be placed per the appropriate standard. Cones used for work from sunset to sunrise shall be retroreflective with two bands of white tape per Standard 702001.

All workers on the job site shall wear high intensity matching hats and vests. From sunset to sunrise while on the job site, all workers will be required to wear vests that are retroreflective.

The Contractor shall avoid lane closures during peak traffic periods from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 6:00 p.m., Monday through Friday, or at other times of peak traffic volumes, except to respond to an emergency call, or upon approval from the DEPARTMENT.

The Contractor shall submit a work zone lane closure request form for work in the areas designated on form to the DEPARTMENT before 2:00 p.m. the day before the work zone will be implemented. This form may be faxed to 618-346-3266. The DEPARTMENT will review the request and will either approve or reject the request. If the DEPARTMENT rejects the request, the Contractor will not be allowed to implement the work zone. A work zone lane closure request form is not needed when the Contractor is responding to an emergency call or upon approval from the DEPARTMENT.

If the Contractor fails to have all lanes of traffic open during the peak hours for traffic or conducts operations that will impede the flow of traffic during peak hours, a monetary penalty shall be assessed to the Contractor. The penalty shall be \$1000 for each 15-minute period or a portion thereof during the peak hours.

## **CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate a service representative to serve as the key contact person for the DEPARTMENT of Transportation in the execution of this contract. The service representative shall monitor the daily activities of the contract and be available to discuss and respond to any problems that may arise. The services of this person shall be considered included in the cost of the contract and no additional compensation shall be allowed.

## **SUPERVISION OF WORK FORCE**

The Contractor shall provide adequate supervision to his work force to insure that workers and materials are utilized in an efficient manner. This is to include, but not limited to, insuring that knowledgeable and experienced workers are matched to related servicing tasks, that the proper type of service vehicle is sent for each work order, and that service vehicles are equipped with the parts, materials, and equipment required to complete the work order. No additional allowance will be made for general superintendence of the work force used on this contract.

## **FACSIMILE MACHINE**

The Contractor shall have a facsimile (fax) machine available at the location (office) of the service representative described in Section Ca-120. The DEPARTMENT will utilize this device to reduce errors in communications and to send/receive work orders, receive daily contract work activity sheets, various drawings and estimate sheets as needed. This requirement shall be considered included in the cost of the contract and no additional compensation shall be allowed.

## **JOURNEYMAN ELECTRICIAN**

This unit shall be eligible for payment only when labor is performed onsite at appropriate work location. Labor will be measured to the nearest 0.25 hour for each JOURNEYMAN ELECTRICIAN approved for use on the applicable work order. Labor rates for JOURNEYMAN ELECTRICIAN shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

The JOURNEYMAN ELECTRICIAN shall furnish all labor, tools, equipment and other incidentals necessary or convenient to the successful completion of work orders and the carrying out of all duties and obligations imposed by the contract. Also, the JOURNEYMAN ELECTRICIAN shall be required to carry a cellular telephone to facilitate communications with work crews and to verify operation conditions of essential Intelligent Transportations System facilities. The Department reserves the rights to use the cellular telephone to contact the JOURNEYMAN ELECTRICIAN for his or her location and to request a report on the status of a work order. No additional compensation for cellular telephone expenses will be allowed.

This work will be paid for as a part of the contract unit price per hour for JOURNEYMAN ELECTRICIAN.

## **APPRENTICE ELECTRICIAN**

This unit shall be eligible for payment only when labor is performed onsite at appropriate work location. Labor will be measured to the nearest 0.25 hour for each APPRENTICE ELECTRICIAN approved for use on the applicable work order. Labor rates for APPRENTICE ELECTRICIAN shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

APPRENTICE ELECTRICIANS utilized as part of this contract must follow the criteria listed below:

1. All apprentice electricians shall work within the guidelines of the Apprentice Program.
2. Apprentice electricians may only be utilized for routine maintenance tasks included but not limited to traffic camera lens cleaning, filter cleaning and/or replacement, light post inspection and repair, and other various duties associated with routine maintenance.
3. Apprentice electricians may not be utilized for any ITS controller cabinet maintenance or repair. Apprentices are prohibited from performing any work of this nature unless under direct supervision of a journeyman electrician.
4. Apprentice electricians will be allowed to respond to emergency calls to assist a journeyman electrician when needed.
5. Apprentice electricians must be directly supervised at all times by a qualified vendor representative.
6. The Department reserves the right to limit the number of apprentices used in execution of this contract.
7. The Department reserves the right to restrict work performed for this contract by apprentice electricians.

The APPRENTICE ELECTRICIAN shall furnish all labor, tools, equipment and other incidentals necessary or convenient to the successful completion of work orders and the carrying out of all duties and obligations imposed by the contract unless already provided by the JOURNEYMAN ELECTRICIAN.

This work will be paid for as a part of the contract unit price per hour for APPRENTICE ELECTRICIAN.

## **PICK-UP TRUCK**

The time allowed for the truck pay item included in this contract shall be the actual time the truck(s) is onsite at the work location (while work is underway). Truck usage will be measured to the nearest 0.25 hour for each PICK-UP TRUCK approved for use on the applicable work order. Truck rates include (but are not limited to) the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals.

This work will be paid for as a part of the contract unit price per hour for PICK-UP TRUCK.

## **BUCKET TRUCK**

The time allowed for the truck pay item included in this contract shall be the actual time the truck(s) is onsite at the work location (while work is underway). Truck usage will be measured to the nearest 0.25 hour for each BUCKET TRUCK (LENGTH LESS THAN 35 FEET) or BUCKET TRUCK (LENGTH 35 TO 65 FEET) approved for use on the applicable work order. Truck rates include (but are not limited to) the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals.

This work will be paid for as a part of the contract unit price per hour for BUCKET TRUCK (LENGTH LESS THAN 35 FEET) or BUCKET TRUCK (LENGTH 35 TO 65 FEET).

## **ARROWBOARD (TRAILER MOUNTED)**

The ARROWBOARD (TRAILER MOUNTED) shall meet the requirements of Articles 701.15(i) and 1106.02. The time allowed for ARROWBOARD (TRAILER MOUNTED) shall be the actual time the attenuator is in use at the work location. Labor will be measured to the nearest 0.25 hour for each ARROWBOARD (TRAILER MOUNTED) approved for use on the applicable work order.

This work will be paid for as a part of the contract unit price per hour for ARROWBOARD (TRAILER MOUNTED).

## **ATTENUATOR, CRASH (TRUCK MOUNTED)**

The ATTENUATOR, CRASH (TRUCK MOUNTED) shall meet the requirements of Articles 701.15(h) and 1106.02. The time allowed for ATTENUATOR, CRASH (TRUCK MOUNTED) shall be the actual time the attenuator is in use at the work location. Labor will be measured to the nearest 0.25 hour for each ATTENUATOR, CRASH (TRUCK MOUNTED) approved for use on the applicable work order.

This work will be paid for as a part of the contract unit price per hour for ATTENUATOR, CRASH (TRUCK MOUNTED).

## **ROUTINE WORK ITEMS**

The Contractor shall complete the routine work items as described in this section.

## **TRAFFIC SIGNAL LED REPLACEMENT**

This work shall consist of replacing all non-functioning LED(s) in traffic or pedestrian signal indications and fiberoptic-type lighted signs at a designated intersection listed in a work order.

The Contractor shall respond within one working day of notification of non-functioning LED(s) at a designated intersection unless the DEPARTMENT deems the LED(s) replacement an emergency. The Contractor shall respond to the emergency LED(s) replacement within two hours of notification.

The Contractor shall remove the non-functioning LED and install a new LED in the signal according to the following schedule: 8" traffic signal / 9" pedestrian signal - LED as approved by the DEPARTMENT, 12" pedestrian signal / 12" arrow section - LED as approved by the DEPARTMENT, 12" traffic signal (circular) - LED as approved by the DEPARTMENT; 3-M signals - GE 150 watt PAR; dual indication signal sections - EPT quartz, 43 watts @ 10.8 volt; lighted signs – EPT, quartz, 43 watt @ 10.8 volt lamps. The Contractor will carefully align all incandescent signal lamps to properly position the filament supports for maximum lamp life. The Contractor shall dispose of all non-functioning lamps.

The complete signal head and related mounting hardware shall be inspected to insure that the signal is properly aimed and that all components are intact and in good condition. This inspection is to verify the proper operation and aiming of the lighted sign and to assure that signal and sign door fasteners and mounting hardware are intact and in good condition. The Contractor shall repair any minor deficiencies found during the inspection. Such deficiencies could involve lenses, lamp sockets, reflectors, visors, lens doors, louvers, backplates and signal mounting hardware. Lenses that are damaged are to be replaced. This includes lenses that have discolored areas, holes, cracks, and arrow and pedestrian lenses that are peeling and light is visible in areas other than the prescribed arrow or pedestrian message.

So these minor deficiencies can be repaired efficiently, the Contractor shall equip service vehicles with a supply of the following parts: signal lenses, lamp sockets, visors, signal doors and accessories, various hardware necessary to repair or reattach backplates, signal bracket and mast arm mounting bracket hardware. If the parts or materials used to correct these deficiencies are not considered included in the cost of the contract, the Contractor shall be paid for any parts and materials used as detailed in the Parts and Material provision. All labor and equipment expenses incurred to correct the deficiencies shall be paid according to the appropriate pay item.

### **TOWER LIGHTING INSPECTION**

This work shall consist of inspecting a tower lighting installation at a designated location, listed in a work order.

The Contractor shall lower the lighting ring and fully inspect each tower for: proper operation of the lowering and lifting devices, cable (support, guide and power) deterioration, lamp illumination and any other items needing maintenance attention or repair. A maintenance inspection checklist will be provided by the DEPARTMENT. This checklist requires a complete inspection of the tower facility, lubrication of moving parts and cleaning of the luminaire refractors. A checklist form must be completed for each tower inspection, attached to the billing invoice, and returned to the DEPARTMENT.

The Contractor will be expected to replace any defective parts that are found during the inspection and make minor repairs as needed. In order to repair any minor deficiencies found, the Contractor shall equip service vehicles with a supply of the following parts: lamps, starter boards, fuses, ballast kits.

### **REPLACE SERVICE INSTALLATION, COMPLETE**

This work shall consist of the replacement of an electrical service installation at a location designated in a work order.

This work shall consist of the removal and disposal of the existing service installation and complete replacement on an existing wood pole in accordance with Section 805 of the Standard Specifications for Road and Bridge Construction.

### **DETECTOR LOOP, SPECIAL**

This work shall consist of furnishing and installing a Type I detector loop in the pavement at a location designated in a work order. The unit price shall be all inclusive of labor, equipment, materials, transportation of workmen and materials, loop testing and quality checks and temporary traffic control to properly complete the work item.

The Type I detector loop shall be installed in accordance with Section 886 of the Standard Specifications for Road and Bridge Construction. Splicing requirements are governed by the applicable portions of Article 873.03. The installation shall also comply with Standards 846001 and 846006. The DEPARTMENT will lay out the loop and specify the number of turns of loop wire required for each loop. The DEPARTMENT will determine the number and location of any cored holes for pavement joints or cracks.

This work will be paid for at the contract unit price per foot of DETECTOR LOOP, SPECIAL which price shall be payment in full for furnishing, installing, testing the detector loop and splicing loop wires to existing lead-in cable. The detector loop shall be measured for payment along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire.

## **REPAIR TRAFFIC SIGNAL KNOCKDOWN**

This work consists of repairing a traffic signal knockdown at a location designated in a work order. .

Should extreme weather conditions, or the need for an uncommon repair part, or material, not permit the knockdown to be repaired during the initial response, the Contractor shall install a Uni-Safe box to isolate the electrical cables and cover the anchor bolts.

The parts and materials required to complete the repair may be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the DEPARTMENT, the Contractor shall note this on the invoice.

Regardless of conditions, all traffic signal knockdowns shall be re-erected within 24 hours of notification, inclusive of weekends and holidays. The Contractor shall respond within the specified time, as detailed in the provision "Response Times", to clear all electrical circuits, remove all knockdown debris, and insure that the intersection is returned to normal operation if possible, or placed in the flashing mode. If electric power to the intersection is lost as a result of the knockdown, the Contractor shall install at least one STOP sign on each intersection approach. If the Contractor is unable to complete the knockdown repair within these time limits, the Contractor shall notify the DEPARTMENT.

This pay item shall be used for the repair of all traffic signal related knockdowns which shall include signals that are post, mast arm, span-wire or sign truss mounted, and traffic signal controllers and service installations.

## **REPAIR FLASHING BEACON KNOCKDOWN**

This work consists of repairing a flashing beacon knockdown at a location designated in a work order.

Flashing beacon knockdowns shall be repaired on site at the time of the Contractor's initial response, if it is possible to reestablish the beacon support at that time. If the beacon was mounted on a wood signpost the Contractor shall re-erect the flashing beacon temporarily, if possible, and notify the DEPARTMENT the post needs to be replaced.

The parts and materials required to complete the repair may be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the DEPARTMENT, the Contractor shall note this on the invoice.

All flashing beacon knockdowns are to be considered emergency service calls. Knockdown repairs shall be completed as soon as possible, regardless of weekends and holidays. The Contractor shall respond within the specified time, as detailed in the Parts and Materials provision, to clear the electrical circuit, remove knockdown debris, and complete the repair, or re-erect the beacon temporarily. If a regulatory sign is knocked down with the beacon, the Contractor shall re-erect the sign. If the sign associated with the flashing beacon is severely damaged, the Contractor shall notify the DEPARTMENT. If the Contractor is unable to complete the knockdown repair within these guidelines, the Contractor shall notify the DEPARTMENT.

### **REPAIR HIGHWAY LIGHT POLE KNOCKDOWN**

This work consists of repairing a highway light pole knockdown at a location designated in a work order.

The Contractor shall respond within the specified time, as detailed in the Provision Response Times, to clear the electrical circuit, install a Uni-Saf<sup>®</sup> box to isolate the electrical cables and remove any knockdown debris from the roadway and shoulder. Knockdown poles shall not be left on the roadway right of way while the Contractor is awaiting parts to complete the repair. If the initial knockdown callout is at night, or on a weekend or holiday, the Contractor may wait until the next working day to clear the pole from the right of way.

The parts and materials required to complete the repair may be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's invoice. If a part is provided by the DEPARTMENT, the Contractor shall note this on the invoice. The Contractor shall not be eligible for any travel time reimbursement.

The Contractor is expected to complete the repair within five (5) working days. The Contractor shall be responsible for notifying the DEPARTMENT if the requested knockdown repair cannot be completed within the allotted time.

This pay item shall be used for the repair of all highway light pole related knockdowns including poles mounted on a foundation, median wall or bridge parapet, and lighting controllers and service installations.

### **REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLINGS**

This work shall consist of the replacement of a highway light pole breakaway device, couplings at a location designated in a work order.

The parts and materials required to complete the repair may be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the DEPARTMENT, the Contractor shall note this on the invoice.

This work shall consist of the removal and disposal of the existing breakaway and complete replacement in accordance with Section 838 of the Standard Specifications for Road and Bridge Construction.

### **REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE**

This work shall consist of the replacement of a highway light pole breakaway device, transformer base at a location designated in a work order.

The parts and materials required to complete the repair may be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the DEPARTMENT, the Contractor shall note this on the invoice.

This work shall consist of the removal and disposal of the existing breakaway and complete replacement in accordance with Section 838 of the Standard Specifications for Road and Bridge Construction.

### **REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY**

This work shall consist of the replacement of a traffic signal post base assembly at a location designated in a work order.

The parts and materials required to complete the repair may be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the DEPARTMENT, the Contractor shall note this on the invoice.

This work shall consist of the removal and disposal of the existing base assembly and complete replacement in accordance with Section 875 of the Standard Specifications for Road and Bridge Construction.

### **LED LAMP MODULE REPLACEMENT**

This work shall be in accordance with Sections 880, 895, and 1078 of the Standard Specifications except as modified herein.

The Contractor shall remove non-functioning LED modules from an existing traffic signal head and furnish and install new LED lamp modules for each indication as requested by the Department.

The Contractor shall recycle all LED modules at a certified electronics recycling facility.

The LED lamp module will be replaced in kind for whatever color and movement is being replaced (R, Y, G, Ped, Walk, Don't Walk, etc.).

Basis of Payment: This work will be paid for at the contract unit price Each for LED LAMP MODULE REPLACEMENT.

## **KNOCKDOWN DEBRIS**

The debris from damaged traffic signals, flashing beacons and highway light poles shall remain the property of the DEPARTMENT. The Contractor shall transport knockdown debris to the DEPARTMENT's facility at 9601 St. Clair Ave., Fairview Heights. This debris can be delivered after each knockdown repair or held at the Contractor's shop and delivered periodically to the DEPARTMENT's facility. The Contractor should notify the DEPARTMENT when knockdown debris is to be delivered so personnel will be available to direct unloading.

Concrete rubble, broken glass and other material of this type shall be disposed of by the Contractor at an approved site off of the State right of way.

This requirement shall be considered included in this contract and no additional compensation shall be allowed.

## **KNOCKDOWN DOCUMENTATION**

The Contractor shall provide the DEPARTMENT with photographs of all on site knockdown debris to document the damage for third party claims. The photographs may be Polaroid-type instant pictures or digital images and should have the number of views necessary to properly detail the motorist caused damage. Three or more photographs are required for adequate documentation. Pole numbers or other identifying information should be included in the photographs as much as possible. The costs incurred by the Contractor to have the cameras and film available to their work crews to provide this documentation to the DEPARTMENT shall be considered included in the routine work item to repair the knockdown and no additional compensation shall be allowed.

## **ANCHOR BOLT REPAIRS**

Repairs to broken anchor bolts shall be made using rod couplings. The concrete around the broken anchor bolt shall be core drilled and removed to the depth necessary to accommodate the rod coupling. After the coupling is installed, the foundation shall be repaired with a suitable cement grout mixture. Anchor bolts shall not be welded. This work will be paid for as stated in the Parts and Materials provisions.

## **TEST EQUIPMENT**

The Contractor shall provide all of his own testing instruments, as required, to service the electrical facilities of the DEPARTMENT.

The Contractor will be provided a copy of the procedure to be used to determine the integrity of inductive loop detectors. This procedure requires the Contractor to have proper electronic instruments to test the resistance, inductance, resistance to ground and quality factor of a loop and lead-in circuit, as per Article 802.08 of the Standard Specification for Road and Bridge Construction.

When testing Intelligent Transportation Systems equipment, the Contractor shall use the established procedures as defined by the manufacturer or standard practice to determine the integrity of equipment. The DEPARTMENT shall be provided with the testing procedures used upon request.

All required test equipment shall be considered included in the cost of the contract and no additional compensation will be allowed.

### **SMALL TOOLS**

Individual pieces of equipment not listed in the DEPARTMENT's Schedule of Average Annual Equipment Ownership Expense booklet, and having a replacement value of \$1,000.00 or less, shall be considered to be tools or small equipment and no payment will be made for their use on this contract.

### **CONTROLLER SERVICE LOGS**

Entries in service logs in traffic signal controller cabinets are to be made by the Contractor at the time any controller related servicing is performed. The date and time entered in the service log shall document when the serviceman arrives to begin work in the controller cabinet.

### **TRAFFIC SIGNS**

When repairing a damaged traffic signal, flashing beacon or highway lighting standard, the Contractor shall reinstall any traffic signs that were attached to the standard. If these signs are damaged to the extent they cannot be reused, the Contractor shall immediately notify the DEPARTMENT so that replacement signs can be installed.

### **NUMBERING SYSTEM**

The Contractor shall maintain the DEPARTMENT's traffic signal and highway lighting numbering systems on all knockdowns. These numbers are to be used on all reports, correspondence and billing invoices.

### **WAIVER OF LIEN**

The DEPARTMENT may, at its discretion, require Waivers of Lien for materials or authorized subcontracted work prior to payment for any goods or services.

## **PROTECTIVE GEAR AND CLOTHING**

The Contractor shall be responsible for providing their workmen any necessary protective gear or clothing which may be required in the execution of a work order. Such gear or clothing could include, but not be limited to, dust masks, breathing apparatus, electrically insulated gloves, protective gloves and clothing for chemicals, etc. The cost to provide protective gear or clothing shall not be paid for separately, but shall be considered included in this contract.

## **CONFINED SPACE ENTRY**

The enclosed areas of bridge structures and pylons are considered to be confined spaces. 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 DEPARTMENT 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 in this contract and no additional compensation will be allowed.

## **INVOICES**

The amount shown on each invoice shall be in accordance with the rates established in the Summary of Quantities section. Any invoices/bills issued by the Contractor to the DEPARTMENT pursuant to this contract shall be sent to the following address:

Illinois Department of Transportation  
District 8 / Bureau of Administration  
Attn: Chris Trucano  
1102 Eastport Plaza Drive  
Collinsville, IL 62234

Separate billing invoices shall be submitted by the Contractor for each individual work order. The DEPARTMENT will provide the Contractor a computer software database that shall be used by the Contractor to prepare the billing invoices. This format is described in Section Ca-290.

By the 5th working day of each month, the Contractor shall submit the actual invoice, or an accurate estimate of cost for the work order, for services performed or assigned during the preceding month. The Contractor shall submit an invoice for each work order within two (2) weeks after completion of the work.

The Contractor shall submit two (2) copies of each invoice. All invoices shall contain the location of service, work order number, date work occurred, and if applicable, a detail of the amount and cost of labor, equipment and materials (either DEPARTMENT or Contractor supplied) utilized to complete the requested service, a description of the service performed and the total cost of the work. For invoices requiring itemization a subtotal for labor, equipment and materials shall be shown. A copy of the work order shall accompany each invoice.

When apprentice electricians perform work for this contract, the Contractor shall submit the apprentice electrician's on the job training hours and the corresponding work order(s) with the invoice(s).

Final payment will not be made until all services are completed and accepted by the DEPARTMENT.

For Routine Work Items (See Section Ca-150) the invoice shall also include the unit price for the routine work item, plus detailed information about any deficiencies which were found and corrected while performing the routine work item, and a listing and price for parts used other than those required by the routine work item description.

For Non-Routine Work (Regular Work Orders) labor and equipment usage shall be billed to the nearest quarter hour.

The Contractor shall also attach a copy of the invoice showing their cost for any parts or materials, with a unit cost of \$25.00 or more, which are not considered incidental or have no contract unit price. See the Parts and Materails provision of this contract for the definition of incidental parts and materials.

The DEPARTMENT shares the maintenance responsibilities of some traffic signal installations in this service area with municipalities. The Contractor shall send all invoices to the DEPARTMENT first. The DEPARTMENT will pay its share of the invoice and forward it to the respective municipality. The remaining portion of the invoice will then be paid to the Contractor by the municipality.

## **SOFTWARE**

The DEPARTMENT will provide the Contractor a computer software database the Contractor shall use to prepare billing invoices for work done under this contract. This software is intended to standardize the billing format and provide the DEPARTMENT with electronic record keeping capabilities for electrical maintenance activities.

The Contractor shall submit regular billing invoices as detailed in the Parts and Materials provision. With each group of invoices submitted for payment, the Contractor will also provide the documents on a 3 1/2" computer disk. The computer software database will require the Contractor to have Microsoft Access™ software on an IBM™ compatible personal computer. This requirement is considered included in the contract and no additional compensation will be paid.

## **SCHEDULE OF WORK**

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

## **WARRANTIES FOR SUPPLIES AND SERVICES**

Contractor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

Contractor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

## **EXPENSES**

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Contractor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

## **TAX**

Contractor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Contractor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.

## **PAYMENT TERMS AND CONDITIONS**

By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

**ATTACHMENT C**

**ATTACHMENT C**

Service Area Inventory Summary  
River Bridges  
Induction Loops for Traffic County  
Traffic Signals  
Flashing Beacons  
Work Zone Lane Closure Request

**\*\*Pages will be available at VENDOR Conference\*\***

Pages Include:  
Design Detail ZT-D-2  
Design Detail ZT-B-5  
Standard 701001-02  
Standard 701006-03  
Standard 701101-02  
Standard 701106-02  
Standard 701201-03  
Standard 701301-03  
Standard 701406-05  
Standard 701601-06  
Standard 701606-06  
Standard 701701-06  
Standard 701901-01

**CENTRAL SERVICE AREA**

**INVENTORY SUMMARY\***

RIVER BRIDGES.....	1
TRAFFIC DATA COLLECTION STATIONS.....	54
4 TRAFFIC SIGNAL INSTALLATIONS .....	127
FLASHING BEACON INSTALLATIONS .....	49
HIGHWAY LIGHTING UNITS.....	1,008
SIGN LIGHTING UNITS .....	261

\*Quantities used in the Inventory Summary are estimates based on current conditions.

**River Bridges**

**Central Service Area**

- **McKinley River Bridge – Mississippi River - Venice**

**CENTRAL AREA  
INDUCTION LOOPS FOR TRAFFIC COUNTING**

ROUTE	LOCATION	TYPE	LEGEND
IL 3	S OF I-270	NORMAL	NORMAL – USED FOR ONE-WEEK COUNTS
IL 3	S OF CHAIN OF ROCKS ROAD	NORMAL	
IL 3	S OF ST. THOMAS ROAD	NORMAL	CC – CONTINUOUS COUNT LOCATION
IL 203	N OF I-55/70	NORMAL	
IL 203	N OF OHIO AVENUE	NORMAL	SM – SPEED MONITORING LOCATION
IL 203	N OF McCAMBRIDGE AVENUE	NORMAL	
IL 203	NE OF 20 <sup>TH</sup> STREET	NORMAL	SHRP – CONTINUOUS CLASSIFICATION LOCATION
IL 203	SW OF NAMEOKI ROAD	NORMAL	
IL 162	NE OF IL 203	NORMAL	WIM – WEIGHT IN MOTION
IL 162	SW OF IL 111	NORMAL	
IL 162	W OF IL 157	NORMAL	NOTE:
IL 111	S OF IL 162	NORMAL	SOME CC SITES ARE ALSO CONTINUOUS CLASSIFICATION LOCATIONS
SAND PR.	SAND PRAIRIE LN S OF IL 111	SM	
US 40	E OF I-55/70	NORMAL	
US 40	W OF IL 143	NORMAL	
IL 143	E OF US 40	NORMAL	
IL 159	N OF LUDWIG DRIVE	CC	
IL 158	N OF I-64	NORMAL	
US 50	E OF IL 158	NORMAL	
US 50	W OF IL 160	CC	
US 50	E OF IL 160	SHRP	
US 50	W OF IL 127	WIM	
IL 127	N OF US 50	NORMAL	
IL 127	N OF IL 161	NORMAL	
IL 161	W OF IL 127	NORMAL	
IL 161	E OF IL 127	NORMAL	
IL 177	W OF IL 127	NORMAL	
US 51	N OF IL 177	NORMAL	
I-55/70	NE OF EXCHANGE AVENUE	NORMAL	
I-55/70	NE OF IL 203	NORMAL	
I-55/70	E OF I-255	NORMAL	
I-55/70	E OF IL 157	NORMAL	
I-55/70	E OF IL 159	NORMAL	
I-55/70	E OF IL 159	SM	
I-55/70	NE OF US 40	NORMAL	
I-55/70	N OF IL 162	NORMAL	
US 40	E OF I-55/70	NORMAL	
I-255	N OF I-64	NORMAL	
I-255	N OF I-55/70	NORMAL	
I-255	N OF CH 35	NORMAL	
I-255	N OF COLLINSVILLE AVE	NORMAL	
I-255	N OF STATE ST	NORMAL	
I-255	N OF IL 162	NORMAL	

I-64	E OF I-255	NORMAL
I-64	E OF IL 157	NORMAL
I-64	E OF IL 159	SM
I-64	E OF LINCOLN HWY	NORMAL
I-64	E OF IL 158	NORMAL
I-64	E OF IL 4	NORMAL
I-64	E OF IL 161	NORMAL
I-64	E OF IL 127	NORMAL
I-64	E OF US 51	NORMAL
SIEBERT RD	W OF IL 158	CC
I-55/70	E OF BLACK LANE	CC

\*\*As data collection loops fail, they will be permanently removed from service\*\*

**Traffic Signals - Central Area**

Area	Intersection #	Controller	Intersection ID
Breese	1295	Econolite ASC/2-2100	Old U.S.50 & Germantown Rd./ Mater Dei Dr. (LED)
	1297	Econolite ASC/2-2100	Old US 50 & Walnut St.
Carlyle	1300	Econolite ASC/2-2100	US 50 & IL 127, S. Jct.
	1320	Econolite KMCE 8000	US 50 & IL 127, N. Jct.
	1322	Eagle SEPAC	IL 127 & Gateway Ave/E. William Rd (LED)
Caseyville	3400	Econolite ASC 8000	IL 157 & I-64, N. Jct./Petroff Dr. (LED)
	3410	Econolite ASC/2-2100	IL 157& Sasak Blvd.
	3420	Econolite ASC 8000	IL 157 & Bunkum Rd.
	3440	Econolite ASC/2-2100	IL 157 & O'Fallon St.
	3460	Econolite ASC/2-2100	IL 157 & CH 51
	4170	Eagle	IL 159 & George E. Chance Parkway (LED)
Collinsville	4171	Eagle	IL 159 & N. Commercial Access Road (LED)
	1242	Econolite ASC/3	Horseshoe Lake Rd. & Eastport Plaza Dr (LED)
	3480	Econolite KMCE 8000	IL 157 & St. Louis Rd., S. Jct.
	3500	Econolite KMCE 8000	IL 157 & Collinsville Rd., N. Jct.
	3520	Econolite KMCE 8000	IL 157 & W. Main St.
	3530	Econolite ASC/2S	IL 157 & S. Mall Ent./Beverly Ln. (LED)
	3535	Econolite ASC/2S	IL 157 & Collinsville Crossing Blvd. (LED)
	3540	Econolite KMCE 8000	IL 157 & I-55/70, S. Jct.
	3560	Econolite KMCE 8000	IL 157 & I-55/70, N. Jct.
	3580	Econolite KMCE 8000	IL 157 & Eastport Plaza Dr.
	3600	Econolite KMCE 8000	IL 157 & Collinsville Belt
	3620	Econolite KMCE 8000	IL 157 & Horseshoe Lake Rd.
	4180	Econolite KMCE 8000	IL 159 & S. Morrison St./CH 30
	4200	Econolite ASC 8000	IL 159 & Church St.
	4220	Econolite ASC 8000	IL 159 & Main St.
	4240	Econolite ASC 8000	IL 159 & Clay St.
	4260	Econolite ASC 8000	IL 159 & Wickliffe St.
	4280	Econolite ASC 8000	IL 159 & Collinsville Belt
	4285	Eagle SEPAC	IL 159 & Camelot Drive (LED)
4290	Eagle EPAC 300	IL 159 & Country Ln.	

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

	5220	Econolite KMCE 8000	Collinsville Rd. & I-255, W. Jct.
	5240	Econolite KMCE 8000	Collinsville Rd. & I-255, E. Jct.
	5250	Econolite ASC/2	Collinsville Rd. & Collinsville 7/8 Center (LED)
	5270	Econolite KMCE 8000	Collinsville Belt & Johnson Hill Rd.
	5275	Econolite ASC/2-2100	Collinsville Beltline & Bridle Ridge/Kingsbury Ct.
	5280	Eagle EPAC 300	Collinsville Belt & Keebler Rd.
	5300	Eagle EPAC 300	Collinsville Belt & Wal-Mart Ent./Greenfield Dr.
	5500	Econolite ASC 8000	Main St. & Seminary St.
	5520	Econolite ASC/2-2100	Main St. & St.Louis Ave.
Collinsville- (West of)			
	1240	Econolite ASC/3	I-255 & Horseshoe Lake Rd., W. Jct.
	1241	Econolite ASC/3	I-255 & Horseshoe Lake Rd., E. Jct. (LED)
	5260	Econolite KMCE 8000	Collinsville Rd. & Black Lane
Collinsville-(South of)			
	4160	Econolite ASC 8000	IL 159 & Hollywood Hgts.Rd./Bethel Rd. (LED)
E. of Troy			
	1273	Econolite ASC 8000	US 40 & Bethany Ln / Triad HS.
E. St. Louis			
	820	Kentron KMT 8440D	10th St. & Baugh Ave. (LED)
	1020	Econolite ASC 8000	15th St. & Baugh Ave. (LED)
Fairmont City			
	1700	Econolite KMCE 8000	IL 111 & Maryland Ave.
	1720	Econolite KMCE 8000	IL 111 & Collinsville Rd., E. Jct.
	1740	Econolite KMCE 8000	IL 111 & Collinsville Rd., W. Jct.
Fairview Hgts.			
	4150	Econolite ASC/2-2100	IL 159 & Fountains Blvd.
	4120	Econolite ASC 8000	IL 159 & I-64, N. Jct. (LED)
	4140	Econolite ASC 8000	IL 159 & Ludwig Dr./Salem Pl. (LED)
Fairview Hgts. (North of)			
	4152	Econolite ASC/2	IL 159 & Milburn School Rd. (LED)
Glen Carbon			
	3630	Econolite KMCE 8000	IL 157 & W. Main St.
	3668	Econolite ASC/2S	IL 157 & Ginger Creek (LED) (Video)
	4327	Econolite ASC/2 - 2100	IL 159 & Glen Crossing Rd.
	4329	Econolite ASC/2-2100	IL 159 & I-270 S. Jct.
Glen Carbon- (West of)			
	3640	Econolite KMCE 8000	IL 157 & I-270, S. Jct.

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

Granite City

220	Econolite KMCE 8000	IL 3 & Niedringhaus Ave.
240	Econolite KMCE 8000	IL 3 & 20th St.
260	Econolite KMCE 8000	IL 3 & Rock Rd.
265	Econolite ASC 8000	IL 3 & Pontoon Rd.
266	Econolite ASC/3	IL 3 & Missouri Ave./Granite Park Dr. (LED)
270	Eagle EPAC 300	IL 3 & Northgate Industrial Dr.
4720	Econolite ASC 8000	IL 162 & 23rd St.
4740	Econolite ASC 8000	IL 162 & Maryville Rd.
4880	Econolite ASC 8000	IL 203 & 20th St. (LED)
4900	Econolite ASC 8000	IL 203 & IL 162 (LED)
4920	Econolite ASC 8000	IL 203 & 23rd St.
4940	Econolite ASC 8000	IL 203 & 25th St.
4960	Econolite ASC 8000	IL 203 & Victory Dr.
4975	Econolite ASC 8000	IL 203 & St. Clair Ave./Iowa St.
4980	Econolite ASC 8000	IL 203 & Madison Ave.
5000	Econolite ASC 8000	IL 203 & Jill Ave.
5020	Econolite ASC 8000	ILL 203 Johnson/Fehling Rd.
5040	Econolite ASC 8000	IL 203 & Pontoon Rd. (RR) (LED)
5595	Econolite ASC 8000	Pontoon Rd. & Missouri Ave. (RR)
5600	Econolite ASC 8000	Pontoon Rd. & Maryville Rd.

Granite City- (East of)

4760	Econolite KMCE 8000	IL 162 & Horseshoe Lake Rd./Mockingbird Ln. (LED)
------	---------------------	---

Granite City- (North of)

280	Econolite ASC 8000	IL 3 & Chain of Rocks Rd. (LED) (Video)
5060	Econolite ASC 8000	IL 203 & Maryville Rd. (RR) (LED)

Highland

1280	Econolite ASC 8000	US 40 & IL 143 (LED)
1281	Eagle EPAC	IL 143 & Northtown Ent./ RP Lumber (LED)
3150	Econolite ASC2/S-2100	Il.143 & Troxler Ave./Koeplli Ln.
4420	Econolite ASC 8000	IL 160 & Walnut St. (LED)
4440	Econolite ASC 8000	IL 160 & Laurel St. (LED)
4460	Econolite ASC 8000	IL 160 & Washington St. (LED)
4480	Econolite ASC 8000	IL 160 & Cypress St. (LED)
4510	Econolite ASC2/S-2100	Il.160 & Troxler Ave. (LED)

Madison

205	Econolite ASC 8000	IL 3 & Bissell Ave. (RR)
4800	Econolite ASC 8000	IL 203 & Ohio Ave. (LED)
4820	Econolite KMCE 8000	IL 203 & Big Bend Rd./Eagle Park Rd. (LED)
4840	Econolite KMCE 8000	IL 203 & Harrison Ave.
4850	Econolite KMCE 8000	IL 203 & 3rd St.
4860	Econolite KMCE 8000	IL 203 & 6th St.

Maryville

4292	Eagle EPAC 300	IL 159 & St. Charles Dr.
4296	Econolite ASC2	IL 159 & I-55/70
4300	Econolite ASC 8000	IL 159 & Fairlane Dr./Marguerite Dr.
4320	Econolite KMCE 8000	IL 159 & Main St.
4322	Econolite KMCE 8000	IL 159 & Vadalabene Dr.
4325	Econolite ASC 8000	IL 159 & IL 162

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

O'Fallon	5760	Relay	I-55/70 (WB) Weigh Station
	1340	Econolite ASC 8000	US 50 & IL 158 (LED)
	1365	Econolite KMCE 8000	W. Hwy 50 & I-64, E. Jct. (LED)
	1366	Econolite ASC/2-2100	W. Hwy 50 & Venita Dr./Regency Pk. (LED)
	1368	Econolite ASC/2s-2100	I-64 & Greenmount Rd. N. Jct.
	1370	Econolite ASC/2-2100	W. Hwy 50 & Schwaegel/N. Greenmount Rd. (LED)
	1371	Econolite ASC/2-2100	W. Hwy 50 & 3rd St./Cambridge Blvd. (LED)
	1372	Econolite ASC/2-2100	E. Hwy. 50 & Hart Food Entrance (LED)
	1374	Econolite ASC/2-2100	E. Hwy 50 & N. Seven Hills Rd./Timber Creek Dr. (LED)
O'Fallon- (South of)			
Pontoon Beach	5740	Relay	I-64 (EB) Weigh Station
	1760	Econolite ASC 8000	IL 111 & Horseshoe Lake Rd.
	1780	Econolite ASC 8000	IL 111 & IL 162
	1800	Econolite KMCE 8000	IL 111 & Pontoon Rd.
	1810	Econolite ASC2-2100	IL.111 & Engineer Rd.
	5310	Microtronics SS-3000	Horseshoe Lake Rd. & Arlington Dr.
St. Jacobs			
Troy	1275	Econolite ASC2-2100	US.40 & Marine Rd./Douglas St. (RR)
	1265	Econolite ASC/2 - 2100	U.S.40 & Formosa Rd.
	1270	Econolite ASC 8000	US 40 & O'Fallon Rd./Main St.
	4712	Econolite ASC/2-2100	IL 162 & Riggan Rd.
	4714	Econolite TS2	IL 162 & Troy Blvd. (LED)
	4715	Econolite ASC 8000	IL 162 & I-55,70, W. Jct.
	4716	Econolite ASC 8000	IL 162 & I-55,70, E. Jct.
Venice			
	200	Econolite ASC 8000	IL 3 & Broadway
Washington Park			
	1660	Econolite ASC/2-2100	IL 111 & I-64, N. Jct.
	1680	Econolite ASC/2-2100	IL 111 & Bunkum Rd.

**Flashing Beacons - Central Area**

Beacon#	Area	Location
FB0080	CA	IL 3 & Niedringhaus Ave (Advance Beacon NB) (Granite City)
FB0380	CA	US 40 & CH 13 (Douglas / Marine Rd) (St Jacob)
FB0400	CA	US.40 & Highland /Laddelake Rd.(Highland)
FB0430	CA	US 40 & IL 143 (W of Pierron)
FB0440	CA	US 40 & IL 162 (E of Troy)
FB0445	CA	Main St. & Center St. (Troy) (4-Way Red Mastarm)(LED)
FB0450	CA	US 40 & Formosa Rd (Advance Beacons EB & WB)
FB0460	CA	West Hwy 50 & North Green Mount Rd / Schwaegel Rd (Advance)
FB0480	CA	Old US 50 & Summerfield Rd (N of Summerfield)
FB0490	CA	Old US 50 & Little Prairie / Frogtown Rd.(Advance Yellow Beacon) Breese
FB0500	CA	Old US 50 & St. Rose Rd (Breese)
FB0520	CA	US 50 & US 50 Spur (W of Summerfield)
FB0540	CA	US 50 & IL 127, N Jct (Advance Beacon, EB) (Carlyle)

FB0560	CA	US 51 & DuBois / Oakdale Rd. (W of DuBois) (EB & WB)
FB0700	CA	IL 111 & IL 162 (SB Advance Beacon) (Pontoon Beach)
FB0765	CA	IL 127 & IL 143 (Bond County) (EB)
FB0780	CA	IL 127 & IL 161 (SW of Posey)
FB0800	CA	IL 127 & IL 177 (New Minden)
FB0820	CA	IL 127 & DuBois Rd (EB & WB) (SW of Posen)
FB0920	CA	IL 157 & IL 162, S Jct (Glen Carbon) (WB)
FB0940	CA	IL 157 & IL 162, N Jct (Glen Carbon) (EB)
FB1020	CA	IL 159 & Country Lane (NB & SB Advance) (Collinsville)
FB1130	CA	IL 161 & Norfolk & Western RR ( E of Albers)
FB1140	CA	IL 161 & Broadway (EB & WB Advance) (Hoffman)
FB1180	CA	IL 203 & Edwardsville Rd (NB & SB) (Madison)
FB1190	CA	Maryville Rd. & Old Alton Rd. (4-Way Red Mastarm LED) (N. of G. C.)
FB1200	CA	IL 203 & Fairmont Ave (SB) (Madison)
FB1240	CA	Caseyville Rd (CH 51) & West Morrison (CH 30) (Collinsville)(NB,SB,WB)
FB1280	CA	St Louis Ave & Cedar St (Wig-Wag) (Collinsville)
FB1340	CA	I-64 (WB) East of 10th St (Wig-Wag) (East St Louis)
FB1360	CA	I-55/70 WB Ramp to EB I-64 Wig-Wag
FB1380	CA	I-64 (WB) East of IL 159 (HAR Sign)
FB1400	CA	I-64 (WB) East of IL 4 (HAR Sign)
FB7000	CA	IL 37 & Boone Street (Salem)
FB7001	CA	US 50 & Ohio Street (Salem)
FB7002	CA	US 50 & Willow Street (Salem)
FB7003	CA	US 51 & Hardin Street (Central City)
FB7004	CA	US 50 & Broadway Street (Sandoval)
FB7005	CA	IL 161 & Airport Road (Centralia)
FB7006	CA	US 50 & Iuka / Omega Road (Iuka)
FB7007	CA	Selmaville Road & World Color Entrance (S. of Selmaville)
FB7008	CA	US 50 & Selmaville Road EB (W. of Selmaville)
FB7009	CA	IL 37 & IL 161 (S. of Salem)
FB7010	CA	US 51 & Petoka / Kinmundy Road
FB7011	CA	IL 37 & Kell Road (N. of Dix)
FB7012	CA	US 50 & US 51 North Junction (Sandoval)
FB7013	CA	Old US 51 RR Underpass SB (N. of Centralia)
FB7014	CA	Old US 51 RR Underpass NB (N. of Centralia)
FB7015	CA	US 50 & Selmaville Road WB (W of Salem)

**Highway Lighting - Central Area**

Sheet#	Area	Location
9	CA	McKinley Bridge Lighting
16	CA	I-55/70 Mainline & B & O RR Bridge
17	CA	I-55/70 & IL 203
017A	CA	I-55/70 & IL 203
18	CA	I-55/70 & IL 111
21	CA	I-55/70 WB Weigh Stations
22	CA	I-55/70 & IL 157
23	CA	I-55/70 & IL 159
24	CA	I-55/70 & U.S. 40 (Formosa Jct.)
25	CA	I-55/70 & IL 162
52	CA	I-64 & IL 157 (Caseyville)

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

53	CA	I-64 & IL 159 (Fairview Hgts)
53A	CA	I-64 & IL 159
54	CA	I-64 & Lincoln Hwy (O'Fallon) North
054A	CA	I-64 & Lincoln Hwy (O'Fallon) South
55	CA	I-64 & Weigh Station
56	CA	I-64 & IL 158 (N.1/2)
056A	CA	I-64 & IL 158 (S.1/2)
57	CA	I-64 & IL 4
58	CA	I-64 & Gateway Rest Area W.B.
058A	CA	I-64 & Gateway Rest Area W.B.
058B	CA	I-64 & Gateway Rest Area E.B.
058C	CA	I-64 & Gateway Rest Area E.B.
59	CA	I-64 & IL 161
60	CA	I-64 & CH 23 (Damiansville)
61	CA	I-64 & IL 177 (Okawville)
62	CA	I-64 & IL 127 (Nashville)
63	CA	I-64 & US 51 (Ashley/Centralia)
64	CA	I-64 & Greenmount Road
102	CA	IL 3 & Pontoon Rd.
107	CA	Collinsville Rd. & Black Lane
109	CA	IL 111 & CH 35
113	CA	IL 157 & Bunkum Rd. (Caseyville)
133	CA	IL 203 & Maryville Rd.
138	CA	IL.157 & St. Louis Rd.
140	CA	IL 162 & Horseshoe Lake Rd/Mockingbird Ln (CH 35)
149	CA	IL 3 & Broadway Sign Truss (Venice)
220	CA	I-255 & Mainline (I-64 to Forrest Blvd.)
221	CA	I-255 & Mainline (Forrest Blvd to Collinsville Rd)
222	CA	I-255 & Collinsville Rd. (Collinsville)
223	CA	I-255 & Mainline (Collinsville Rd to I-55/70)
224	CA	I-255 & I-55/70 (South 1/2)
225	CA	I-55/70 & Black Lane
226	CA	I-255 & I-55/70 (West 1/2)
227	CA	I-255 & I-55/70 (East 1/2)
228	CA	I-55/70 & I-255 Interchange
229	CA	I-255 & I-55/70 Underpass Lighting
230	CA	I-255 Mainline - N. of I-55/70
231	CA	I-255 & Horseshoe Lake Road
232	CA	I-255 Mainline - N of CH 35
233	CA	I-255 S. of IL 162
234	CA	I-255 & IL 162
300	CA	US 50 & I-57 Salem
305	CA	I-57 & Exit 127 South of Kinmundy
310	CA	Post Oak Rest Area NB I-57 Salem
311	CA	Post Oak Rest Area SB I-57 Salem
350	CA	US 51 & Walnut Road Centralia
352	CA	US 51 & Greenview Road, Wamac

## NORTH SERVICE AREA INVENTORY SUMMARY\*

RIVER BRIDGES.....	6
TRAFFIC DATA COLLECTION STATIONS.....	45
TRAFFIC SIGNAL INSTALLATIONS.....	142
FLASHING BEACON INSTALLATIONS.....	38
HIGHWAY LIGHTING UNITS.....	1,273
SIGN LIGHTING UNITS.....	184

## NORTH SERVICE AREA

### RIVER BRIDGES

- IL 100 - JOE PAGE BRIDGE, ILLINOIS RIVER - HARDIN (NAV)
- US 67 - CLARK BRIDGE, MISSISSIPPI RIVER - ALTON (NAV, AV)
- I-270 - MISSISSIPPI RIVER (NAV)
- I-270 - CANAL (NAV, AV)

**NORTH AREA**  
**INDUCTION LOOPS FOR TRAFFIC COUNTING**

<u>ROUTE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>LEGEND</u>
US 67	SE OF GODFREY ROAD	NORMAL	NORMAL – USED FOR ONE-WEEK COUNTS
US 67	SW OF ALBY (N OF COLLEGE)	NORMAL	
IL 3	W OF ST. LOUIS AVENUE	NORMAL	CC – CONTINUOUS COUNT LOCATION
IL 3	S OF IL 143	NORMAL	
IL 3	N OF POAG ROAD	NORMAL	SM – SPEED MONITORING LOCATION
IL 3	S OF POAG ROAD	NORMAL	
IL 3	N OF I-270	NORMAL	SHRP – CONTINUOUS CLASSIFICATION LOCATION
IL 140	E OF IL 111	NORMAL	
IL 140	W OF IL 159	NORMAL	WIM – WEIGHT IN MOTION
IL 159	N OF IL 140	NORMAL	
IL 111	S OF IL 140	NORMAL	NOTE:
IL 255	S OF IL 143	NORMAL	SOME CC SITES ARE ALSO CONTINUOUS CLASSIFICATION LOCATIONS
IL 255	N OF POAG ROAD	NORMAL	
IL 255	S OF POAG ROAD	NORMAL	
IL 157	N OF UNIVERSITY DRIVE	NORMAL	
IL 157	S OF UNIVERSITY DRIVE	NORMAL	
IL 159	N OF CENTER GROVE ROAD	NORMAL	
IL 159	S OF CENTER GROVE ROAD	NORMAL	
IL 159	S OF JUNCTION DRIVE	NORMAL	
IL 100	N OF LOCKHAVEN	CC	
IL 267	S OF IL 16	NORMAL	
IL 108	E OF US 67	NORMAL	
IL 108	W OF US 67	NORMAL	
IL 140	E OF IL 4	SM	
I-270	W OF IL 3	CC	
I-270	E OF IL 3	NORMAL	
I-270	E OF IL 203	NORMAL	
I-270	E OF IL 111	NORMAL	
I-270	E OF I-255	NORMAL	
I-270	E OF IL 157	NORMAL	
I-270	E OF IL 159	NORMAL	
I-70	E OF I-270	NORMAL	
I-70	E OF IL 143	NORMAL	
I-55	N OF I-270	NORMAL	
I-55	N OF IL 143	SM	
I-55	N OF IL 140	NORMAL	
I-55	N OF IL 4	NORMAL	
IL 3	E OF ALBY	NORMAL	
IL 3	E OF SEMINARY	NORMAL	
IL 143	W OF IL 159 NORTH JCT	CC	
I-70	E OF IL 127	NORMAL	
I-70	W OF IL 127	NORMAL	
I-70	E OF POCAHONTAS	NORMAL	

I-70 E OF US 40 NORMAL  
US 67 N OF IL 108 NORMAL

\*\*As data collection loops fail, they will be permanently removed from service\*\*

**Traffic Signals - North Area**

Area	Intersection #	Controller	Intersection ID
Alton	420	Econolite ASC 8000	IL 3 & Broadway (LED)
	440	Econolite ASC 8000	IL 3 & IL 111, 140
	460	Econolite KMCE 8000	IL 3, 111 & Bloomer Dr.
	480	Econolite KMCE 8000	IL 3, 111 & Seminary Rd.
	500	Econolite KMCE 8000	IL 3, 111 & Washington Ave./Humbert Rd.
	520	Econolite KMCE 8000	IL 3, 111 & Humbert St./Morning Star Dr. (LED)
	540	Econolite KMCE 8000	IL 3, 111 & Buckmaster Rd.
	550	Econolite ASC 2C-1000	IL 3, 111 & Golf Road (LED)
	560	Econolite KMCE 8000	IL 3, 111 & Alton Sq. Mall Dr.
	580	Econolite KMCE 8000	IL 3, 111 & Alby St.
	1445	Econolite ASC 8000	US 67 & Clark Bridge (LED)
	1450	Econolite ASC 8000	US 67 & Ridge St. (RR)
	1455	Econolite ASC 8000	US 67 & Henry St. (RR)
	1458	Econolite ASC 8000	US 67 & IL 100
	1470	Econolite ASC/2S-2100	US 67 & 9th St,
	1482	Econolite ASC 8000	US 67 & College/20th St.
	1485	Econolite ASC 8000	U.S. 67 & Alton Sq. Mall Dr.
	1490	Econolite ASC 8000	US 67 & Northport Dr. (LED)
	1530	Econolite ASC/2	IL 255 & Fosterburg Rd., S. Jct. (LED)
	1531	Econolite ASC/2	IL 255 & Fosterburg Rd., N. Jct. (LED)
	2020	Econolite ASC 8000	IL 111, 140 & Stanley Rd.
	2040	Econolite KMCE 8000	IL 111, 140 & Powder Mill Rd.
	2050	Econolite ASC 8000	IL 111, 140 & Park Rd.
	2060	Econolite KMCE 8000	IL 111, 140 & Fosterburg Rd. (LED)
	2065	Econolite ASC 8000	IL 140 (Landmark) & IL 143 (LED)
	2087	Econolite ASC/2 - 2100	IL 140 & Rodgers Ave.
	2090	Econolite ASC 8000	IL 140 (Broadway) & Monument Ave.
	2095	Econolite ASC/2S-2100	IL 143 & Discovery Pkwy.
	5160	Econolite ASC 8000	IL 140 (Broadway) & Washington Ave.
	5180	Econolite ASC 8000	Broadway & Main St./Cut St.
5200	Econolite ASC 8000	Broadway & Milton Hill Rd./ Come-In Pl.	
Bethalto	1960	Econolite KMCE 8000	IL 111 & Airline Dr. (LED)
	1980	Econolite ASC 8000	IL 111 & IL 140, E. Jct. (LED)
	1986	Econolite ASC/2	IL 111 & IL 255 North Junction (LED)
	1987	Econolite ASC/2	IL 111 & IL 255 South Junction (LED)
	2030	Econolite ASC/2	IL 140 & IL 255 Ramps (LED)

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

	2075	Econolite ASC2/2100	IL 140 & Texas Blvd. (LED) (Video)
	2080	Econolite ASC 8000	IL 140 & Prairie St.
	2085	Econolite KMCE 8000	IL 140 & Moreland St.
Bethalto- (East of)			
	2070	Econolite ASC 8000	IL 140 & IL 159
Cottage Hills			
	2000	Econolite KMCE 8000	IL 111, 140 & Franklin Ave.
East Alton			
	365	Econolite KMCE 8000	IL 3 & Olin Brass Ent.
	380	Econolite ASC 8000	IL 3 & St. Louis Ave.
	400	Econolite ASC 8000	IL 3 & Niagara Ave./Virginia Ave. (LED)
	5100	Econolite KMCE 8000	Berkshire Ave. & Wood River Ave.
Edwardsville			
	1825	Econolite ASC/2S-2100	IL 111 & Gateway Commerce Center Dr. (LED)
	3129	Econolite ASC/3	IL 143 & Governors' Parkway (LED)
	3130	Econolite ASC 8000	IL 143 & IL 157, E. Jct.
	3140	Econolite ASC 8000	IL 143 & IL 159, N. Jct.
	3660	Econolite KMCE 8000	IL 157 & Chain of Rocks Rd. (LED) (Video)
	3670	Econolite KMCE 8000	IL 157 & Center Grove Rd.
	3672	Econolite ASC/2S-2100	IL 157 & University Park/Mutual Ct. (LED)
	3675	Econolite KMCE 8000	IL 157 & E. University Dr.
	3677	Econolite ASC/2	IL 157 & University Dr./Lewis Rd. (LED)
	3680	Econolite ASC/2-2100	IL 157 & Schwarz St.
	3690	Econolite ASC/2S-1000	IL 157 & Esic Drive (LED)
	3700	Econolite KMCE 8000	IL 157 & St. Louis St.
	3720	Econolite ASC/2-2100	IL 157 & IL 159 (Buchanan St.), E. Jct.
	3740	Econolite ASC/2-2100	IL 157 & IL 159 (Main St.), W. Jct. (LED)
	3745	Econolite ASC/2-2100	IL 143 & Hillsboro Ave.
	4361	Econolite ASC/2	IL 159 & Governors Parkway (LED)
	4363	Econolite ASC/2S	IL 159 & Dierburgs Entrance (LED)
	4364	Econolite ASC/2	Relocated IL 159 & Center Grove/Kettle River (LED)
	4365	Econolite ASC 8000	Troy Road & Center Grove/Goshen Rd.
	4366	Econolite ASC/2S	Troy Road & Governors Pkwy. (LED)
	4367	Econolite ASC/2	Troy Road & Kohl's Entrance (LED)
	4368	Econolite ASC/2	Troy Road & Harvard Drive (LED)
	4369	Econolite ASC/2S	Troy Road & LaVelle (LED)
	4370	EconoliteASC2S-2100	IL 159(Main St.)& Schwarz St.
	4375	Econolite ASC 8000	Troy Road & Montclair Ave.
	4380	Econolite ASC 8000	Troy Road & Franklin Ave.
	4400	Econolite ASC/2-2100	Troy Road & Schwarz St.
Edwardsville (North of)			
	3145	Econolite ASC/2	IL 159 & Moro Rd. (LED)

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

Edwardsville & Glen Carbon	3662	Econolite ASC/2S	IL 157 & Country Club/Auerbach (LED) (Video)	
	3665	Econolite KMCE 8000	IL 157 & Meridian Rd. (LED) (Video)	
Glen Carbon	4328	Econolite ASC/3	Old Troy Road & Glen Crossing Rd. (LED)	
	4330	Econolite ASC/2-2100	IL 159 & I-270 N. Jct.	
	4340	Econolite ASC 8000	IL 159 & Glen Carbon Rd./Cottonwood Rd.	
	4341	Econolite ASC/2 2100	Cottonwood Rd. & Junction Dr.	
	4360	Econolite ASC 8000	IL 159 & Junction Dr.	
	4362	Econolite ASC/2 - 2100	IL 159 & Lowe's / Kettle River Dr.	
Godfrey	600	Econolite KMCE 8000	IL 3, 111 & Gerson Ave.	
	620	Econolite KMCE 8000	IL 3, 111 & State St./Godfrey Rd. (LED)	
	630	Econolite ASC2S-2100	IL 3 & St. Ambrose Ln. (LED)	
	640	Econolite KMCE 8000	IL 3 (H. Adams Pkwy.) & W. Delmar Ave.	
	641	Econolite ASC/2S-2100	IL 3 & Pierce Ln./Frontenac Dr. (LED)	
	1495	Econolite ASC 8000	US 67 & Godfrey Rd.	
	1497	Econolite ASC2S-2100	US 67 & Taylor Ave/Celesta St. (LED)	
	1498	Econolite ASC/2C-2100	U.S.67 & Stamper Ln. (LED)	
	1500	Econolite ASC 8000	US 67 & Tolle Ln. (LED)	
	1520	Eagle SEPAC	US 67 & Elm Street (LED)	
	1525	Econolite	US 67 & Pearl St.	
	1590	Econolite KMCE 8000	IL 100 & Clifton Terrace Rd.	
	Greenville	1283	Econolite ASC/2 - 2100	US 40 & IL 127
		2062	Econolite ASC/2-2100	IL 127 & Elm St.
Hartford	295	Econolite KMCE 8000	IL 3 & Piasa Ln.	
	300	Econolite KMCE 8000	IL 3 & Hawthorne St. (LED)	
Hartford- (South of)	290	Econolite ASC 8000	IL 3 & New Poag Rd. (RR)	
Jerseyville	1080	Econolite ASC 8000	IL 16 & US 67	
	1084	Econolite ASC/2-2100	IL 16 & Maple Summit Rd (LED)	
	1600	Econolite ASC 8000	IL 109 & US 67	
	5070	Econolite ASC 8000	US 67 & WalMart Ent.	
	5075	Econolite ASC 8000	US 67 & County Rd.	
	5080	Econolite ASC 8000	US 67 & Pearl St.	
Pontoon Beach- (N of )	1820	Econolite ASC 8000	IL 111 & Chain of Rocks Rd.	
	1830	Econolite KMCE 8000	IL 111 & New Poag Rd.	
Roxana	1840	Econolite ASC 8000	IL 111 & Madison St./Hawthorne St. (RR)	
	1860	Econolite KMCE 8000	IL 111 & Tydeman Ave.	
	1880	Econolite KMCE 8000	IL 111 & Thomas St.	
	3125	Econolite ASC/2 - 2100	IL 143 & IL 255, W. Jct.	
	3126	Econolite ASC/2 - 2100	IL 143 & IL 255, E. Jct.	
	3128	Econolite ASC3-1000	IL 143 & Wanda Rd./Moreland Rd. (LED)	

Wood River

320	Econolite ASC/2-2100	IL 3 & IL 143, Main Jct. (LED)
340	Same as Main Jct.	IL 3 & IL 143, S. Jct. (LED)
360	Same as Main Jct.	IL 3 & IL 143, W. Jct. (LED)
1900	Econolite KMCE 8000	IL 111 & Esther Ave.
1920	Econolite ASC 8000	IL 111 & IL 143 (LED)
1940	Econolite ASC 8000	IL 111 & Edwardsville Rd.
1945	Econolite ASC/2-2100	IL 111 & Wesley Dr./Lakin Blvd. (LED)
1947	Econolite ASC/2	IL 111 & Memorial Lane (LED)
2097	Eagle EPAC	IL 143 & Enviroway (LED)
3000	Econolite KMCE 8000	IL 143 & Old St. Louis Rd.
3020	Econolite KMCE 8000	IL 143 & Wood River Ave. (LED)
3040	Econolite KMCE 8000	IL 143 & 6th St. (LED)
3060	Econolite KMCE 8000	IL 143 & 9th St.
3080	Econolite KMCE 8000	IL 143 & 13th St.
3100	Econolite KMCE 8000	IL 143 & 14th St./Ferguson Ave.
3120	Econolite KMCE 8000	IL 143 & Edwardsville Rd.
3122	Econolite ASC/2-2100	IL 143 & Lakin Blvd.
3123	Econolite ASC/2S-2100	IL 143 & Shop & Save (LED)
3124	Econolite ASC/3-2100	IL 143 & TCF Entrance

**Flashing Beacons - North Area**

Beacon#	Area	Location
FB0140	NA	IL 4 & 140 (E of Hamel)
FB0160	NA	IL 4 & IL 143 (W of Marine)
FB0350	NA	US 40 & 4TH Street (Advance & Intersection Beacons) (Greenville)
FB0360	NA	US 40 & CH 10 (Mulberry Grove)
FB0580	NA	US 67 & 9th St (SB Advance Beacon) (Alton)
FB 0600	NA	US 67 & Sherman Street (4-Way 3R-1Y LED) (Whitehall)
FB 0605	NA	US 67 & IL 106 Stop Sign, on US 67 (Solar) (Whitehall)
FB0620	NA	IL 267 & IL 108 (S of Greenfield)
FB0640	NA	US 67 & IL 111 (Godfrey) WB
FB 0650	NA	IL 111 (Old US 67) & Oak Rest Rd./Irish Ln. (SB Advance Beacon) (Jersey County)
FB0680	NA	IL 96 & Hamburg Road (S of Mozier)
FB0720	NA	IL 127 & IL 140, W Jct (SB Advance Beacon) (NW of Greenville)
FB0740	NA	IL 127 & IL 140, W Jct (NW of Greenville) SB
FB 0750	NA	IL 127 & 3rd Street (Greenville) (4-Way Red Mast Arm LED)
FB0760	NA	IL 127 & Sorento Rd / Reno Rd (N of Greenville) (EB)
FB0830	NA	IL 140 & Brakhane Rd.(stop sign)(W.of Hamel)
FB0840	NA	IL 140 & Carpenter Rd (Advance EB) (W of Hamel)
FB0860	NA	IL 143 & Schwarz Rd (NE of Edwardsville) (WB Advance)
FB0880	NA	IL 143 & Schwarz Rd (NE of Edwardsville) (Wig-Wag)
FB0900	NA	IL 143 & Wanda Rd (E of Roxana) (NB) (Advance EB & WB)
FB0950	NA	IL 157 & I-270, North Junction (WB Exit Ramp Advance Beacon)

FB0960	NA	IL 157 & SIU-E (South Access Rd) (S of SIU-E) (Advance SB)
FB0970	NA	IL 140 & IL 157/Hillsboro Ave. (4 Red Beacons on Stop Sign Posts) (Hamel)
FB0975	NA	IL 140 & IL 160
FB1038	NA	IL 159 (SB) North of Moro Rd (Advance Wig-Wag)
FB1040	NA	IL 159 & Moro Rd (EB and WB)
FB1042	NA	IL 159 (NB) South of Moro Rd (Advance Wig-Wag)
FB1060	NA	IL 159 & Seiler Rd (E of Dorsey)
FB1080	NA	IL 159 & Prairie Town / Renken Rd (S of Dorsey)
FB1220	NA	IL 267 & McClusky Rd (Advance NB) (New Delhi)
FB1300	NA	Great River Rd Bikeway & Piasa Creek (E of Grafton)
FB1320	NA	Great River Rd Bikeway & Brown St (Grafton)
FB1420	NA	I-70 (WB) East of I-55 (HAR Sign)
FB1440	NA	I-70 (WB) West of IL 160 (HAR Sign)
FB1460	NA	I-55 (SB) North of I-270 (HAR Sign)
FB1480	NA	I-55 (SB) South of IL 4 (HAR Sign)

**Highway Lighting - North Area**

Sheet#	Area	Location
26	NA	I-55/70 & I-270 (3-I)
27	NA	I-55 & IL 143
027A	NA	Homestead Rest Area (NB)
027B	NA	Homestead Rest Area (SB)
28	NA	I-55 & IL 140
29	NA	I-55 & IL 4
30	NA	I-55 & CH 3A (Livingston)
31	NA	I-270 & IL 3 (Mitchell)
32	NA	I-270 & IL 203
33	NA	I-270 & IL 111 Lighting
34	NA	I-270 & IL 157 Sign Trusses
034A	NA	I-270 & IL 157 - N. & S. of Interchange
034B	NA	I-270 & IL 157 Lighting
35	NA	I-270 & IL 159
36	NA	I-70 & IL 4
37	NA	I-70 & IL 143
38	NA	I-70 & Silver Lake Rest Area (WB)
038A	NA	I-70 & Silver Lake Rest Area (WB) Mainline
038B	NA	I-70 & Silver Lake Rest Area (EB) Mainline
39	NA	I-70 & FAP 12 (US 40) Pierron
40	NA	I-70 & CH 9 (Pocahontas)
41	NA	I-70 & CH 5A (SW of Greenville)
42	NA	I-70 & IL 127 (Greenville)
43	NA	I-70 & CH 10 (Mulberry Grove)
97	NA	I-270, Mississippi River Bridge to IL 3, Mainline
097A	NA	I-270, Mississippi River Bridge to IL 3, Mainline
98	NA	I-270 & Canal Bridge

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

99	NA	I-270 & Mississippi River Bridge
103	NA	IL 3 & IL 143
110	NA	IL 111 & IL 140, (E Jct.)
112	NA	IL 111, 140 & Powder Mill Road
132	NA	US 67 & Godfrey Rd. (Sign truss)
135	NA	Brussels Ferry Loop
135A	NA	Brussels Ferry Ramp
136	NA	IL 100 - Joe Page Bridge (Hardin)
145	NA	IL 140 & IL 159
147	NA	Clark Bridge
147A	NA	Clark Bridge
147B	NA	Clark Bridge
147C	NA	Clark Bridge
147D	NA	Clark Bridge
Sheet #	Area	Location
147E	NA	Clark Bridge
148	NA	Clark Bridge Sign Trusses
150	NA	IL 3 & Broadway Sign Trusses (Alton)
235	NA	I-255 Mainline N. of IL 162
236	NA	I-255 & I-270 SE & SW Quads
237	NA	I-255 & I-270 NE & NW Quads
238	NA	I-255 & I-270 NW & SW Ramps & M.L. I-270
241	NA	IL.255 & I-270 [INDEX]
241A	NA	I-255 & I-270
241B	NA	I-255 & I-270
241C	NA	I-255 & I-270
241D	NA	I-255 & I-270
241E	NA	I-255 & I-270
241F	NA	I-255 & I-270
241G	NA	I-255 & I-270
241H	NA	I-255 & I-270
241I	NA	I-255 & I-270
241J	NA	I-255 & I-270
241K	NA	I-255 & I-270
241L	NA	I-255 & I-270
241M	NA	I-255 & I-270
241N	NA	I-255 & I-270
241O	NA	I-255 & I-270
241P	NA	I-255 & I-270
241Q	NA	I-255 & I-270
242	NA	IL.255 & New Poag Rd. [INDEX]
242A	NA	IL.255 & New Poag Rd.
242B	NA	IL.255 & New Poag Rd.
242C	NA	IL.255 & New Poag Rd.
242D	NA	IL 255 & Gateway Commerce Center
242E	NA	IL 255 & Gateway Commerce Center
243	NA	IL.255 & Madison Ave. [INDEX]
243A	NA	IL.255 & Madison Ave.
243B	NA	IL.255 & Madison Ave.
243C	NA	IL.255 & Madison Ave.
244	NA	IL 255 & IL 143 [INDEX]

244A	NA	IL 255 & IL 143
244B	NA	IL 255 & IL 143
244C	NA	IL 255 & IL 143
244D	NA	IL 255 & IL 143
244E	NA	IL 255 & IL 143
245	NA	IL 255 & I-270 & IL 157 [INDEX]
245A	NA	IL 255 & I-270 & IL 157
245B	NA	IL 255 & I-270 & IL 157
Sheet #	Area	Location
245C	NA	IL 255 & I-270 & IL 157
245D	NA	IL 255 & I-270 & IL 157
		IL 255 & I-270 & IL 157
245E	NA	
33A	NA	I-270 & IL 111

## SOUTH SERVICE AREA

### *INVENTORY SUMMARY\**

RIVER BRIDGES.....	5
TRAFFIC DATA COLLECTION STATIONS.....	51
TRAFFIC SIGNAL INSTALLATIONS.....	172
FLASHING BEACON INSTALLATIONS.....	48
HIGHWAY LIGHTING UNITS.....	2,296
SIGN LIGHTING UNITS.....	412

\*Quantities used in the Inventory Summary are estimates based on current conditions.

**RIVER BRIDGES**  
**SOUTH SERVICE AREA**

- M.L. KING BRIDGE - MISSISSIPPI RIVER - E. ST. LOUIS (NAV,AV)
- IL 13 - KASKASKIA RIVER - NEW ATHENS (NAV)
- IL 154 - KASKASKIA RIVER - BALDWIN (NAV)
- IL 3 - KASKASKIA RIVER - EVANSVILLE (NAV)
- ROOTS RD - KASKASKIA RIVER - ROOTS (NAV)

**SOUTH AREA**  
**INDUCTION LOOPS FOR TRAFFIC COUNTING**

ROUTE	LOCATION	TYPE	LEGEND
I-55/70/64	AT I-64 TRI-LEVEL EB LANES	NORMAL	NORMAL – USED FOR ONE-WEEK COUNTS
I-55/70/64	AT I-64 TRI-LEVEL WB LANES	NORMAL	
I-55/70	MAINLINE LANES	CC	CC – CONTINUOUS COUNT LOCATION
I-64	E OF 18 <sup>TH</sup> STREET	SM	SM – SPEED MONITORING LOCATION
I-64	E OF 18 <sup>TH</sup> STREET	NORMAL	
I-64	E OF 25 <sup>TH</sup> STREET	NORMAL	SHRP – CONTINUOUS CLASSIFICATION LOCATION
I-64	E OF 111	NORMAL	
MLK	MLK BRIDGE W OF I-55/70	NORMAL	WIM – WEIGHT IN MOTION
I-255	W OF IL 3	NORMAL	
I-255	N OF IL 3	NORMAL	NOTE: SOME CC SITES ARE ALSO CONTINUOUS CLASSIFICATION LOCATIONS
I-255	S OF IL 157	NORMAL	
I-255	N OF IL 157	NORMAL	
I-255	N OF IL 15	NORMAL	
I-255	N OF IL 15	CC	
IL 157	S OF I-64	NORMAL	
IL 161	SE OF CARSON DRIVE	NORMAL	
IL 161	SE OF ROYAL HEIGHTS	NORMAL	
IL 161	SE OF 17 <sup>TH</sup> STREET	NORMAL	
IL 161	W OF GREENMOUNT ROAD	NORMAL	
IL 161	W OF IL 4	NORMAL	
IL 159	S OF DRAKE LANE	NORMAL	
IL 15	E OF SHRINE ENTRANCE	NORMAL	
IL 15	W OF 11 <sup>TH</sup> STREET	NORMAL	
IL 15	E OF 11 <sup>TH</sup> STREET	NORMAL	
IL 15	W OF GREENMOUNT ROAD	NORMAL	
IL 15	E OF GREENMOUNT ROAD	NORMAL	
IL 15	E OF US 51	NORMAL	
IL 13	W OF IL 158	NORMAL	
IL 158	W OF IL 158/IL177	NORMAL	
IL 4	S OF I-64	NORMAL	
IL 4	N OF IL 161	NORMAL	
IL 13	S OF IL 15	NORMAL	
IL 13	SE OF LENZBURG	NORMAL	
IL 158	N OF IL 3	NORMAL	
IL 3	S OF GILMORE LAKE ROAD	NORMAL	
IL 3	S OF EE ROAD	NORMAL	
IL 3	S OF COXEYVILLE ROAD	NORMAL	
IL 159	N OF IL 156	NORMAL	
IL 154	E OF CH 8 IN HOUSTON	NORMAL	
IL 4	W OF IL4/IL 150 IN PERCY	NORMAL	
IL 150	CHESTER BRIDGE E APPROACH	NORMAL	
IL 15	E OF IL 13	NORMAL	
IL 15	E OF 74 <sup>TH</sup> STREET	NORMAL	
IL 15	E OF IL 158	NORMAL	
I-255	S OF IL 15	NORMAL	
I-255	S OF RT 3	NORMAL	
I-64	E OF 9 <sup>TH</sup> STREET	NORMAL	
I-64	E OF 15 <sup>TH</sup> STREET	NORMAL	
IL 3	N OF 8 <sup>TH</sup> STREET	NORMAL	
IL 177	E OF BELLE VALLEY DRIVE	CC	
IL 13	E OF IL 159	NORMAL	
IL 159	S OF BOUL AVENUE	NORMAL	

\*\*As data collection loops fail, they will be permanently removed from service\*\*

**Traffic Signals - South Area**

Area	Intersection #	Controller	Intersection ID
Alorton	960	ASC 8000	IL 15 & IL 163/Pocket Rd.
Alorton & Centreville	965	KMCE 8000	IL 15 & Lakewood Pl./Pocket Rd.
Belleville	860	Kentron KMT 1700	IL 13 & 74 <sup>th</sup> St./Westfield Plaza Pkwy.
	870	Kentron KMT 1700	IL 13 & Westfield Plaza Shopping Ctr.
	875	Econolite ASC 8000	IL 13 & N. Belt West
	880	Econolite ASC 8000	IL 13 & Frank Scott Pkwy. West
	884	Econolite ASC/2-2100	IL 15 & Frank Scott Pkwy. W. N. Jct.
	885	Econolite ASC/2-2100	IL 15 & Frank Scott Pkwy. W. S. Jct.
	900	Econolite ASC/2-2100	IL 13 & IL 158
	920	Econolite ASC/2-2100	IL 13 & State St.
	940	Econolite ASC 8000	IL 13 & IL 159
	980	Econolite ASC 8000	IL 15 & 74 <sup>th</sup> St./Westfield Plaza Pkwy.
	983	Econolite ASC/2	IL 15 & 17 <sup>th</sup> Street (LED)
	987	Econolite ASC/2-2100	IL 15 & IL 158, S. Jct.
	988	Econolite ASC/2-2100	IL 15 & IL 158, N. Jct.
	990	Econolite ASC 8000	IL 15 & IL 159, S. Jct.
	1090	Econolite KMCE 8000	N. Belt W. & 17 <sup>th</sup> St.
	1285	Econolite KMCE 8000	N. Belt W. & 42nd St./Shop n' Save
	1290	Econolite KMCE 8000	N. Belt W. & 47 <sup>th</sup> St./Schnuck's
	1380	Econolite ASC 8000	Frank Scott Parkway & W. Main St. (LED)
	1390	Econolite ASC/2-2100	Frank Scott Parkway & Dapron Drive
	1420	Econolite KMCE 8000	N. Belt W. & Frank Scott Pkwy.
	1540	Econolite KMCE 8000	70 <sup>th</sup> St. & W. Main St./Foley Dr.
	1560	Econolite KMCE 8000	74 <sup>th</sup> St. & Foley Dr.
	3830	Econolite ASC/2-2100	IL 159 & Ross Ln.
	3835	Econolite ASC/3	IL 159 & Sandwedge/Westhaven (LED)
	3840	Econolite ASC 8000	IL 159 & Monroe St.
	3860	Econolite ASC 8000	IL 159 & Lincoln St.
	3880	Econolite ASC 8000	IL 159 & Washington St.
	3900	Econolite ASC 8000	IL 159 & "A" St.
	3920	Econolite ASC 8000	IL 159 & "C" St.
	3940	Econolite ASC 8000	IL 159 & "E" St./Lebanon Ave.
	3945	Econolite ASC 8000	IL 159 & "F" St.
	3950	Econolite ASC 8000	IL 159 & Douglas Ave. (RR)
	4550	Econolite KMCE 8000	IL 161 & Carson Dr.
	4560	Econolite ASC 8000	IL 161 & Frank Scott Pkwy West
	4580	Econolite ASC 8000	IL 161 & Royal Hgts. Rd.
	4600	Econolite ASC 8000	IL 161 & 17 <sup>th</sup> St./Sullivan Dr.
	4640	Econolite ASC 8000	IL 161 & Lebanon Ave.
	4650	Eagle EPAC 300	IL 161 & "B" St.
	4655	Eagle EPAC 300	IL 161 & E. Main St.
	4660	Econolite KMCE 8000	IL 161 & Carlyle Rd.
	4680	Econolite KMCE 8000	IL 161 & West Blvd.

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

	4700	Econolite ASC/2-2100	IL 161 & Greenmount Rd.
	4701	Econolite ASC/2-2100	Greenmount Rd. & Weatherstone Dr./SWIC Entrance (LED)
	4702	Econolite ASC/2-2100	IL 161 & SWIC/YMCA Ent.
	4703	Econolite ASC/2S-1000	IL 161 & Commons Drive (LED)
	4780	Econolite ASC 8000	IL 161 & Green Mount Rd (LED)
	5210	Econolite ASC/2-2100	Carlyle Ave. & McClintock Ave.
	5320	Econolite ASC 8000	Lebanon Ave. & West Blvd. (RR)
	5330	Econolite ASC 8000	Lebanon Ave. & Old Collinsville Rd.
	5540	Econolite KMCE 8000	N. Belt W. & W. Main St.
	5560	Econolite KMCE 8000	N. Belt W. & Royal Hgts. Rd./37 <sup>th</sup> St.
	5580	Econolite KMCE 8000	N. Belt W. & Buckingham/Canterbury Dr.
	5730	Econolite ASC 8000	West Blvd. & Old Collinsville Rd./Mallard Dr.
Belleville- (NW of)	5332	Econolite ASC/2-2100	Lebanon Ave. & Southwind Dr.
Belleville- (SE of)	1000	Econolite KMCE 8000	IL 15 & Greenmount Rd.
Belleville- (South of)	985	Econolite ASC/2-2100	IL 15 & 11 <sup>th</sup> St.
Belleville- (West of)	970	Econolite ASC 8000	IL 15 & Shrine Ent./DeMazenod Dr.
Cahokia	80	Econolite KMCE 8000	IL 3 & Water St./5 <sup>th</sup> St.
	100	Econolite KMCE 8000	IL 3 & IL 157
	120	Econolite KMCE 8000	IL 3 & Jerome Ln.
	3160	Econolite KMCE 8000	IL 157 & Falling Springs Rd.
	3180	Econolite ASC 8000	IL 157 & Range Ln.
	3185	Econolite ASC/3	IL 157 & St. Paul Drive (LED)
	3190	Econolite ASC/2-2100	IL 157 & Hawkins Dr./Miskell Blvd.
	3200	Econolite ASC 8000	IL 157 & Kazilek Dr.
	3210	Econolite ASC 8000	IL 157 & Kenneth/Paris Ave.
	3220	Econolite ASC 8000	IL 157 & Lazercheff Dr.
	3240	Econolite ASC 8000	IL 157 & I-255,, W. Jct.
	3260	Econolite ASC 8000	IL 157 & I-255 E. Jct./Triple Lakes Rd.
Cahokia- (South of)	60	Econolite KMCE 8000	IL 3 & Stolle Rd.
Caseyville	3360	Econolite ASC/2-2100	IL 157 & St. Clair Ave., W. Jct.
	3370	Econolite ASC/2-2100	IL 157 & Tucker Dr.
	3380	Econolite ASC 8000	IL 157 & I-64, S. Jct./Rauckerman Dr. (LED)
Centreville	890	Econolite KMCE 8000	IL 13 & IL 157/163
	3280	Econolite KMCE 8000	IL 157 & Lake Dr./Foley Dr.
Columbia	20	Econolite ASC 8000	IL 3 & S. Main St./Gall Rd.
	23	Econolite ASC/2-2100	IL 3 & Bottom Ave. (LED)
	25	Econolite ASC 8000	IL 3 & Valmeyer Rd. (LED)
	35	Econolite ASC 8000	IL 3 & Edelweiss/Parkview Dr.
	40	Econolite ASC/2-2100	IL 3 & N. Main St./Sand Bank Rd.
Dupo	5590	Econolite ASC 8000	N. Main St. & E. Carondelet Rd./Dyroff St. (RR)

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

E. St. Louis	180	Econolite KMCE 8000	IL 3 & Mississippi Ave./8 <sup>th</sup> St.
	740	Econolite ASC 8000	IL 15 (Mo. Ave.) & 9 <sup>th</sup> St. (LED)
	780	Econolite ASC 8000	IL 15 (Mo. Ave.) & 10 <sup>th</sup> St. (LED)
	840	Econolite ASC 8000	IL 15 (Mo. Ave.) & 13 <sup>th</sup> St. (LED)
	1040	Econolite ASC 8000	IL 15 (Mo. Ave.) & 15 <sup>th</sup> St. (LED)
	1060	Econolite ASC 8000	15 <sup>th</sup> St. & St. Clair Ave. (LED)
	1100	Econolite ASC 8000	IL 15 (Mo. Ave.) & 18 <sup>th</sup> St. (LED)
	1120	Eagle EF 20	18 <sup>th</sup> St. & St. Clair Ave. (LED)
	1140	Econolite ASC 8000	25 <sup>th</sup> St. & St. Clair Ave. (LED)
	1200	Econolite ASC 8000	25 <sup>th</sup> St. & State St. (LED)
	1220	Econolite ASC/2-2100	IL 15 (Mo. Ave.) & 26 <sup>th</sup> St.
	1260	Econolite ASC 8000	37 <sup>th</sup> /38 <sup>th</sup> St. & St. Clair Ave. (LED)
	1580	Econolite ASC/2-2100	79 <sup>th</sup> St. & St. Clair Ave.
	1620	Econolite ASC/2-2000	IL 111 & Summit Ave.
	3300	Econolite ASC 8000	IL 157 & W. Main St./State St. (LED)
	3320	Econolite KMCE 8000	IL 157 & Vieux Carre Dr.
	5700	Kentron KMT 8880C	State St. & I-255, E. Jct. (LED)
	5720	Kentron KMT 8880C	State St. & I-255, W. Jct. (LED)
Fairview Hgts.	4530	Econolite ASC/2-2100	IL 161 & St. Clair Ave.
	4015	Econolite ASC/2-2100	IL 159 & Chateau Dr.
	4525	Econolite ASC/2-2100	IL 161 & Lynn Lee Ct./East Access Rd.
	3340	Econolite ASC/2-2100	IL 157 & St. Clair Ave., E. Jct.
	4020	Econolite ASC 8000	IL 159 & Longacre Dr./Ashland Dr. (LED)
	4030	Econolite ASC/2-2100	IL 159 & Lincoln Pl. (Lowe's Ent.) (LED)
	4040	Econolite ASC 8000	IL 159 & Lincoln Tr./Lincoln Hwy. (LED)
	4060	Econolite ASC 8000	IL 159 & K-Mart/Associated Bank
	4080	Econolite ASC 8000	IL 159 & St. Clair Sq. Ent./Market Pl. (LED)
	4100	Econolite ASC 8000	IL 159 & I-64, S. Jct. (LED)
	4520	Econolite ASC/2-2100	St. Clair Ave. & 3 <sup>rd</sup> Ave./North Access Rd.
	4540	Econolite KMCE 8000	IL 161 & Lincoln Tr./Lebanon Rd.
	5340	Econolite ASC 8000	Lincoln Tr. & Potomac Dr./N. Point Dr. (LED)
	5360	Econolite ASC 8000	Lincoln Tr. & Union Hill Rd./Mark Dr. (LED)
	5380	Econolite ASC 8000	Lincoln Tr. & Ruby Ln. (LED)
	5400	Econolite ASC 8000	Lincoln Tr. & Commerce Ln. (LED)
	5420	Econolite ASC 8000	Lincoln Hwy. & St. Clair Sq., W. Ent. (LED)
5440	Econolite ASC 8000	Lincoln Hwy. & St. Clair Sq./Frey Ln. (LED)	
5460	Econolite ASC 8000	Lincoln Hwy. & St. Clair Sq., E. Ent. (LED)	
5470	Econolite ASC/3-1000	Lincoln Hwy. & Lexington/Aubuchon (LED)	
5620	Econolite ASC 8000	St. Clair Ave. & Bunkum Rd. (LED)	
Freeburg	1004	Eagle EPAC	IL 13/15 & Main St./Oak Brook Dr. (LED)
	1006	Econolite ASC 8000	IL 13/15 & Apple St.
	1008	Econolite ASC/2S	IL 13/15 & Center Drive (LED)
Marissa	655	Eagle ATC	IL 4 & Marigold Road (LED)
Mascoutah	650	Econolite KMCE 8000	IL 4 & IL 161, E. Jct. (LED)
	4790	Econolite ASC/2-2100	IL 177 & 6 <sup>th</sup> Street

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

Nashville	1010	Econolite ASC 8000	IL 157 & IL 127
	1014	Eagle	IL 127 & Enterprise Ave.
New Athens	950	Econolite ASC/2-2100	IL 13 & Keim Rd.
O'Fallon	660	Econolite KMCE 8000	E. Hwy. 50 & Lincoln St. (LED)
	680	Econolite ASC/2-2100	E. Hwy. 50 & Smiley St. (LED)
	1342	Econolite ASC/2-2100	W. Hwy. 50 & Castle Acres/Auto Ct. (LED)
	1345	Econolite KMCE 8000	W. Hwy. 50 & WalMart/Dean Dr. (LED)
	1350	Econolite KMCE 8000	W. Hwy. 50 & Sam's/Long Dr. (LED)
	1355	Econolite KMCE 8000	W. Hwy. 50 & Hartman Ln. (LED)
	1360	Econolite KMCE 8000	W. Hwy. 50 & I-64, W. Jct. (LED)
	1367	Econolite ASC/2-2100	I-64 & Greenmount Rd. S. Jct.
O'Fallon & Fairview Hgts	5480	Econolite ASC 8000	Lincoln Hwy. & Old Collinsville Rd. (LED)
Sauget	140	Econolite KMCE 8000	IL 3 & Queeny Ave.
	160	Econolite ASC 8000	IL 3 & Monsanto Ave. (Part LED) (RR)
Scott AFB	3804	Econolite ASC/2-2100	Old 158 & Patriots Landing
Scott AFB- (South of)	4706	Econolite ASC/2-2100	IL 161 & Old IL 158, N. Jct.
Shiloh	3760	Econolite ASC/2-2100	IL 158 & IL 161, W. Jct.
	3780	Econolite KMCE 8000	IL 158 & Seibert Rd.
	3785	Econolite ASC/2S-2100	IL 158 & MetroLink Sta. 10
	3790	Econolite ASC/2S-2100	Main St. & Cross St.
	3800	Econolite KMCE 8000	IL 158 & Wherry Rd./Maple St.
	5335	Econolite KMCE 8000	Lebanon Ave. & Hartman Ln.
	5337	Econolite ASC/2S-2100	Shiloh Rd. & Sierra/Warrior Way (LED)
	5338	Econolite ASC/2-2100	Lebanon Ave. & N. Greenmount Rd.
Smithton- (North of)	3820	Econolite ASC 8000	IL 159 & Douglas/Freeburg Rd.
Sparta	645	Econolite ASC/2-2100	IL 4 & Masonic Dr.
	647	Econolite ASC/2-2100	IL 4 & WalMart Ent.
Swansea	3960	Econolite ASC 8000	IL 159 & Boul Ave.
	3980	Econolite ASC 8000	IL 159 & IL 161 (LED) (Video)
	3984	Econolite ASC/2S-2100	IL 161 & Josephine Dr. (LED)
	3990	Econolite ASC/2-2100	IL 159 & Parkway Dr./Sta. #7 Access Rd.
	4000	Econolite KMCE 8000	IL 159 & Fullerton Rd.
	4005	Econolite KMCE 8000	IL 159 & Rosewood Village Dr.
	4007	Econolite KMCE 8000	IL 159 & Huntwood Rd.
	4008	Econolite ASC/2-2100	IL 159 & Green Haven Dr./North Illinois Ln.
	4010	Econolite KMCE 8000	IL 159 & Frank Scott Pkwy.
	4620	Econolite ASC 8000	IL 161 & N. Belt W./Fullerton Rd.

Washington Park	1640	Econolite ASC/2-2100	IL 111 & St. Clair Ave. (LED)
Waterloo	8	Econolite ASC/2-2100	IL 3 & S. Market St.
	9	Econolite ASC/2-2100	IL 3 & IL 156
	10	Econolite ASC/2-2100	IL 156 & Market St.
	12	Econolite ASC/2-2100	Market St. & 1 <sup>st</sup> . St.
	16	Econolite ASC/2-2100	IL 3 & HH Rd./Country Club Lane (LED)
Waterloo- (North of)	15	Econolite ASC/2-2100	IL3 & N. Market St./WalMart Ent.

### Flashing Beacons - South Area

Beacon#	Area	Location
FB0010	SA	IL 3 & Gall Rd / N Moore St (Wig-Wag) (Waterloo)
FB0014	SA	IL 3 & Illinois Avenue (Wig-Wag Advance Beacons) (Waterloo)
FB0018	SA	IL 156 & Old Orchard Road Eastbound (Waterloo) LED
FB0019	SA	IL 156 & Old Orchard Road Westbound (Waterloo) LED
FB0020	SA	IL 3 & IL 154 & IL 159 (Red Bud)
FB0025	SA	IL 3 & Kaskaskia Rd/Old Red Bud Rd (2 Wig Wag, 2 Stop Signs) LED
FB 0030	SA	IL 3 & Evansville Road (Advance Beacon SB)
FB0040	SA	IL 3 & Chester Bridge Spur (EB)
FB0060	SA	IL 3 & Chester Bridge Spur (Advance Beacon SB)
FB0120	SA	IL 4 & IL 13, N Jct (Marissa) SB
FB0130	SA	IL 4 & IL 13, South Jct. (Stop Sign LED) (Tilden)
FB0180	SA	IL 4 & IL 150, W Jct (W of Steeleville)
FB0200	SA	IL 4 & IL 150, E Jct (East of Percy) LED Beacons
FB0210	SA	IL 4 & IL 161(EB & WB) ( NB & SB) Advance Beacons
FB0220	SA	IL 161 & 6th St (N of Mascoutah) NB
FB0260	SA	IL 13 & Eiler Road (Belleville)
FB0280	SA	IL 13 & North Belt West (Advance Beacon WB) (Belleville)
FB0300	SA	IL 13 & ICRR Bridge Underpass (EB & WB) (W of Belleville)
FB0320	SA	IL 13 & 11th Street (Belleville)
FB 0325	SA	IL 13 & IL 158/Freeburg Rd./South Belt (4-way Mast Arm) (Belleville)
FB0330	SA	IL 15 & DeMazenod (East & West Bound ) Advance Wig-Wag Beacons
FB0335	SA	IL 15 / Broadway @ 6th St. ESL (Span Wire Beacons)
FB0336	SA	25 <sup>th</sup> St. & Louisiana Blvd. (E. St. Louis) (4-Way Red Mast Arm LED)
FB0340	SA	IL 13 & Baldwin Road (New Athens) (NB & SB)
FB0345	SA	IL 15 & Stone Church/Venedy Rd./CH 12 (SB Stop Sign) (Wash. CO.)
FB0660	SA	71st St. & St Clair Ave (E St Louis)
FB0790	SA	IL 127 & Huegely St. (Advance Wig-Wag NB) ( Nashville)
FB0980	SA	IL 158 & IL 161, E Jct (S of Scott AFB)
FB0990	SA	IL 158 & Frank Scott Pkwy. (EB Advance Yellow LED) (SW Belleville)
FB0991	SA	IL 158 & Frank Scott Pkwy (WB Advance Yellow LED) (SW Belleville)
FB0992	SA	IL 158 & Mine Haul Rd. (EB Advance Yellow LED) (SW Belleville)
FB0993	SA	IL 158 & Mine Haul Rd. (WB Advance Yellow LED) (SW Belleville)

FB1000	SA	IL 159 & Douglas Rd (Advance Beacons NB, SB, EB, & WB)
FB1005	SA	IL 159 & IL 156 (NB Advance Yellow LED) (Hecker)
FB1006	SA	IL 159 & IL 156 (SB Advance Yellow LED) (Hecker)
FB1007	SA	IL 159 & IL 156 (EB Stop Sign LED) (Hecker)
FB1008	SA	IL 159 & IL 156 (WB Stop Sign LED) (Hecker)
FB1120	SA	IL 161 & Boul Ave (EB Advance Beacon) (Swansea)
FB1125	SA	IL 161 & Boul Ave (WB) (Swansea)
FB1128	SA	IL 161 & Old Lincoln Tr.(Advance yellow beacon) Fairview Hgts.
FB 1129	SA	IL 161 & Old Lincoln Tr. (Advance Yellow Beacon LED) (Belleville)
FB1135	SA	IL 160/177 & Venedy Station (Okawville)
FB1150	SA	IL 163 & Zingg Road NB Advance Beacon Wig Wag
FB 1151	SA	IL 163 & Zingg Road SB Advance Beacon Wig Wag
FB1160	SA	IL 163 & Concordia Church Rd (N of Millstadt) (Advance SB)
FB1170	SA	IL 163 & Eiler Rd. (Wig-Wag)
FB1260	SA	Douglas Rd & Saxtown Rd (S of Millstadt)(NB & SB)(EB & WB) Advance & Stop Sign
FB1490	SA	I-255 (SB) South of IL 157 (HAR Sign) Cahokia

**Highway Lighting - South Area**

Sheet#	Area	Location
0	SA	Poplar Street Bridge (Mo Highway Dept. Maint.)
1	SA	Poplar Street Bridge
2	SA	I-55/70 Mainline, C-D, IL 3 Ramps
3	SA	IL 3 Ramps
4	SA	I-55/70 Mainline, C-D 7 Tudor/Piggott Ramps
5	SA	Tudor/Piggott Ramps
6	SA	I-55, 70 Mainline, C-D, Main St. & 4th St. Ramps
10	SA	Martin Luther King Bridge
010A	SA	Martin Luther King Bridge
010B	SA	Martin Luther King Bridge
010C	SA	Martin Luther King Bridge
11	SA	I-55/70 Broadway to I-64
12	SA	I-55/70 Broadway to I-64
13	SA	I-55/70 Broadway to I-64
14	SA	I-55/70 Broadway to I-64
15	SA	I-55/70 Broadway to I-64
44	SA	I-64 & St. Clair Ave. (E.St.L)
45	SA	I-64 & 15th St. Ramps (E.St.L)
46	SA	I-64 & 16th St. Ramp (E.St.L)
47	SA	I-64 & Baugh Ave. Ramp (E.St.L)
48	SA	I-64 & 25th St. Ramps (E.St.L)
048A	SA	I-64 & 25th St. Ramps (E.St.L)
048B	SA	I-64 & 25th St. Ramps
49	SA	I-64 & Mainline between 25th St. & IL 111
50	SA	I-64 & IL 111 & Bunkum Rd. (Washington Park)
51	SA	I-64 & I-270 (Future)

Various Routes  
Section Dist 8 LTS 2015-1  
Various Counties  
Contract No. 76H83

100	SA	IL 3 & IL 158
101	SA	IL 3 & Stolle Rd. (N. Dupo)
104	SA	IL 4 & IL 13 (Tilden)
105	SA	IL 4 & 6th St.
106	SA	IL 4 & IL 161, E Jct.
115	SA	IL 158 & IL 161, W.Jct. (Future)
116	SA	IL 158 & IL 177
117	SA	IL 158 & Seibert Rd.
118	SA	IL 158 & Wherry Rd. (Future)
119	SA	IL 161 & Green Mount Rd. (Future)
120	SA	IL 177 & Green Mount Rd. (Future)
121	SA	IL 15 & IL 157
121A	SA	IL 15 & IL 157
122	SA	IL 15 & Shrine Entrance
123	SA	IL 15 & IL 13
123A	SA	IL 15 & IL 13 Ramps
124	SA	IL 15 & IL 159
125	SA	IL 15 & U.S. 51, W Jct.
126	SA	IL 15 & U.S. 51, E Jct.
127	SA	79th St. & St. Clair Ave.
128	SA	IL 157 & St. Clair Ave. (Fairview Hgts)
131	SA	IL 161 & N. Belt West & W. of Morgan St.
139	SA	IL 15 & 74th St.
141	SA	IL 15 & IL 158
142	SA	IL 15 & Pocket Rd/Lakewood Pl
143	SA	IL 3 & Palmer Rd. (Columbia)
144	SA	IL 3 & N. Main St. (Columbia)
146	SA	Jefferson Barracks Bridge (Mo. Highway Dept. Maint.)
201	SA	I-255 & IL 3 @ JB Bridge (W. of Mo-Pac Bridge)
202	SA	I-255 & IL 3 Interchange @ Columbia
203	SA	I-255 & Old IL 3 (Columbia)
204	SA	I-255 & IL 3, S.E. Dupo (FA 410)
205	SA	I-255 & IL 3, N.E. Dupo (S.1/2)
206	SA	I-255 & IL 3, N.E. Dupo (N.1/2)
207	SA	I-255 Mainline - Dupo to Cahokia
208	SA	I-255 Mainline
209	SA	I-255 & IL 157 (Cahokia)
210	SA	I-255 & IL 15 (On IL 15)
211	SA	I-255 & IL 15 Interchange
212	SA	I-255 Mainline (IL 15 to State St.)
213	SA	I-255 & State St. (E.St.L)
214	SA	I-255 & I-64 (State St. to I-64)
215	SA	I-255 & I-64 (SW 1/4)
216	SA	I-255 & I-64 (NE 1/4)
217	SA	I-255 & I-64 (SE 1/4)
218	SA	I-255 & I-64 (NW 1/4)
219	SA	I-255 & I-64 Mainline, E & W of I-255
239	SA	I-255 & Bond Avenue (Under Bridge)
240	SA	I-255 & Mousette Lane
999	SA	Bowman Yard Lighting

**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 **7.00%** 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 is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award;  
or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;

- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

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

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

### **EQUAL EMPLOYMENT OPPORTUNITY (BDE)**

Effective: April 1, 2015

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

#### "EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

**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.

**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).

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

Vendor's person responsible for compliance:

Name: Title:  
Telephone: Email

**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.

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

- \_\_\_\_\_ 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.

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

**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

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

**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:

## **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.