

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 24, 2015

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 60X69
COOK County
Section 2013-0811
Route FAU 3536
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 60X69
COOK County
Section 2013-0811
Route FAU 3536
District 1 Construction Funds**

Bikeway channelization, concrete median, bike signals and restriping on Clybourn Ave. from IL 64 (North Ave.) to Division St. in Chicago.

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)

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60X69

State Job # - C-91-170-14

Project Number

Route

County Name - COOK- -

FAU 3536

Code - 31 - -

District - 1 - -

Section Number - 2013-0811

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2007170	T-QUER WAREI RP 2-1/2	EACH	7.000				
X0324599	ROD AND CLEAN EX COND	FOOT	148.000				
X0325527	REM REINST SIG EQPMT	L SUM	1.000				
X0370017	DRILL HNDHL/MNHL CHGO	EACH	1.000				
X0800002	SUBBASE GRAN MAT B 18	SQ YD	883.000				
X1400083	UGRD C PVC3SCH80 CHGO	FOOT	13.000				
X1400084	PED PSH-BTN POST CHGO	EACH	1.000				
X1400085	EC C NO 14 2C SH CDOT	FOOT	200.000				
X1400086	SH P LED 1F 3S BM SPL	EACH	3.000				
X1400087	SH P LED 1F 3S MAM SP	EACH	2.000				
X1700006	STMP CLD PCC MD 4 SPL	SQ FT	9,395.000				
X2600003	PUN SGN POST DRILL MT	EACH	26.000				
X2600004	REMV & DISP SGN PANEL	EACH	1.000				
X2600005	REM DSP SN PP ASSY DM	EACH	1.000				
X2600006	REM & DSP POST ASS DM	EACH	4.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60X69

State Job # - C-91-170-14

Project Number

Route

County Name - COOK- -

FAU 3536

Code - 31 - -

District - 1 - -

Section Number - 2013-0811

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X2600007	REM & SALV SIGN PANEL	EACH	33.000				
X2600008	REM SLV SN PP ASSY DM	EACH	7.000				
X2600009	SN PNL T1 RETRO TA DS	SQ FT	68.000				
X2600010	SN PNL T1 RETRO TA SS	SQ FT	247.000				
X2600011	REM & REL SIGN PANEL	EACH	12.000				
X2600012	REM & REL SN P&P ASSY	EACH	12.000				
X2600013	IN-STREET SIGNAGE	EACH	1.000				
X6061100	CONC MED TSB SPL	SQ FT	8,828.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X7030025	WET REF TEM TP T3 L&S	SQ FT	1,469.000				
X7030030	WET REF TEM TAPE T3 4	FOOT	20,486.000				
X7030040	WET REF TEM TAPE T3 6	FOOT	3,079.000				
X7030050	WET REF TEM TPE T3 12	FOOT	100.000				
X7030055	WET REF TEM TPE T3 24	FOOT	356.000				
X8800101	PED PUSH-BUTTON SPL	EACH	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT
NUMBER -

60X69

State Job # - C-91-170-14

Project Number

Route

County Name - COOK- -

FAU 3536

Code - 31 - -

District - 1 - -

Section Number - 2013-0811

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X8803950	SH P LED 1F 5S BM SPL	EACH	2.000				
Z0010614	CLEAN EX MAN/HAND	EACH	2.000				
Z0024478	FLEX DELINEATORS	EACH	3.000				
Z0030850	TEMP INFO SIGNING	SQ FT	205.600				
21101665	TOPSOIL F & P 18	SQ YD	40.000				
42001300	PROTECTIVE COAT	SQ YD	2,176.000				
44000100	PAVEMENT REM	SQ YD	1,241.000				
44000173	HMA SURF REM 6	SQ YD	1,115.000				
60300305	FR & LIDS ADJUST	EACH	10.000				
60600605	CONC CURB TB	FOOT	2,817.000				
67000400	ENGR FIELD OFFICE A	CAL MO	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	10,581.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	1,034.000				
78000200	THPL PVT MK LINE 4	FOOT	11,985.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60X69

State Job # - C-91-170-14

Project Number

Route

County Name - COOK - -

FAU 3536

Code - 31 - -

District - 1 - -

Section Number - 2013-0811

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78000400	THPL PVT MK LINE 6	FOOT	3,245.000				
78000500	THPL PVT MK LINE 8	FOOT	772.000				
78000600	THPL PVT MK LINE 12	FOOT	650.000				
78000650	THPL PVT MK LINE 24	FOOT	4,205.000				
78001150	PAINT PVT MK LINE 12	FOOT	110.000				
78006100	PREF THPL PM LTR-SYM	SQ FT	1,060.000				
78300100	PAVT MARKING REMOVAL	SQ FT	8,623.000				
85000200	MAIN EX TR SIG INSTAL	EACH	2.000				
89502375	REMOV EX TS EQUIP	EACH	4.000				

CONTRACT NUMBER

60X69

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

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

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/33E-11.:

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

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

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

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

RETURN WITH BID

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

RETURN WITH BID

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

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

(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.

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

- 1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts... 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. 60X69
COOK County
Section 2013-0811
Route FAU 3536
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID
Contract No. 60X69
COOK County
Section 2013-0811
Route FAU 3536
District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

Attest _____

Signature

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

Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

Attest _____

Signature

Business Address _____

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(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. 60X69
COOK County
Section 2013-081I
Route FAU 3536
District 1 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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.

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. April 24, 2015. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.

2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60X69
COOK County
Section 2013-0811
Route FAU 3536
District 1 Construction Funds**

Bikeway channelization, concrete median, bike signals and restriping on Clybourn Ave. from IL 64 (North Ave.) to Division St. in Chicago.

3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Acting Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

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STATE OF ILLINOIS

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 FAU Route 3536 (Clybourn Avenue), Section 2013-0811, Cook County, Contract 60X69, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Route: FAU 3536 (Clybourn Ave.)
Section: 2013-0811
County: Cook
Contract No.: 60X69

LOCATION OF IMPROVEMENT

This improvement begins at a point on the centerline of Clybourn Avenue (FAU 3536) approximately 60 feet south of the centerline of IL 64 (North Avenue). The improvement extends 4840 feet (0.9167 miles) southeast to a point 260 feet south of Division Street on N. Orleans St. The improvement also includes Division Street, beginning approximately 360 feet west of the centerline of Clybourn Avenue and extends approximately 75 feet east of the centerline of N. Orleans Street. The improvement is located within the City of Chicago, South Township, in Cook County.

DESCRIPTION OF IMPROVEMENT

The proposed improvement is a bikeway channelization project which includes installing a concrete median to protect the new bike lanes and restriping of the roadway. The work consists of hot-mix asphalt removal, pavement removal, concrete curb and median construction, landscaping, pavement marking removal, and the placement of thermoplastic pavement markings, as well as any incidental and collateral work necessary to complete the improvement as shown on the plans and described herein.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701301, 701311, 701427, 701501, 701602, 701701, 701901

DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)
Traffic Control and Protection at Turn Bays (To Remain Open to Traffic) (TC-14)
Pavement Marking Letters and Symbols for Traffic Staging (TC-16)
Arterial Road Information Signing (TC-22)
City of Chicago Typical Pavement Markings (TC-24)

SPECIAL PROVISIONS: Maintenance of Roadways
Public Convenience and Safety (District 1)
Type III Temporary Tape for Wet Conditions
Temporary Information Signing
Automated Flagger Assistant Devices (BDE)

STAMPED COLORED PCC MEDIAN SURFACE, 4" (SPECIAL)

Description.

This work shall consist of constructing integrally colored Portland Cement Concrete median pavement with an imprinted pattern, surface hardener, and cure/sealer. The concrete median shall be four inches thick.

Submittals.

Manufacturer's data sheets shall be submitted on each product to be used, including preparation instructions, storage and handling requirements, and installation methods.

Quality Assurance.

The installer shall provide a qualified foreman or supervisor who has a minimum of three years' experience with imprinted and textured concrete, and who has successfully completed at least five imprinted concrete installations of high quality and similar in scope to that required. The concrete shall be cast-in-place on the job site by trained and experienced workers. Materials shall be obtained from the same source for all the colored and imprinted work.

Mock-Up.

Prior to beginning work the Contractor shall provide field samples of integrally colored portland cement concrete with an imprinted pattern, surface hardener, and cure/sealer. The samples shall be 48 inches by 48 inches in size with the surface colors and patterns specified. The Contractor shall not proceed with the median work until the workmanship, pattern, color, and sheen are approved by Engineer. The Contractor shall refinish the mock-ups or provide additional samples as required to obtain Engineer's approval.

Materials.

The contractor shall furnish all materials according to Section 606 of the "Standard Specifications" and the following:

The Contractor shall furnish the materials and construct the median surface using the Textured Pattern, Integral Color and Color Hardener from the manufacturers listed below. The final pattern and color selections will be approved by Engineer.

Bomanite Corporation P.O. Box 599 Madera, CA 93639-0599 Phone: (559) 673-2411 Fax: (559) 673-8246	Canyon Stone	Sienna (IC)	Caramel (CH)
Scofield Systems L.M. Scofield Company 1652 E. Main Street Suite 200 St. Charles, IL 60174 Phone: (630) 377-5959 Fax: (630) 377-5952	Canyon Stone	Barcelona Brown (1017)	Pecan Tan (A-55)
Brickform Solomon Colors, Inc. 11061 Jersey Boulevard Rancho Cucamonga, CA 91730 Phone: (800) 483-9628 Fax: (217) 744-2605	Brickform Random Stone	Mesa Buff (LC- 2310)	Sun Buff (I090)

The Integral Coloring admixture shall be a non-fading synthetic oxide pigment meeting ASTM C979 at a 6% minimum percent loading and a maximum 8% loading by weight of the cementitious materials in the mix. The Contractor shall add the integral color according to manufacturer's instructions.

The Color Hardener shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques.

The form release agent shall be provided in clear liquid form and shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques.

The curing agent shall be a liquid membrane-forming clear curing compound conforming to AASHTO M148, Type I. The Contractor shall apply the curing compound for integrally colored concrete according to the manufacturer's instructions and recommended application techniques. The curing compound shall be applied at a uniform interval after each pour to maintain consistency in finished coloration.

The Contractor shall use admixtures designed for use and compatibility with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides. The Contractor shall use the same admixtures for colored concrete pavement throughout the project.

Joint fillers shall be selected to match the integral colors selected for the project.

Equipment.

Imprinting tools shall be used for texturing freshly placed concrete in a pattern/texture as approved by Engineer. The tools shall be used according to the manufacturer's instructions.

General.

This work shall be performed according to Section 606 of the "Standard Specifications" and the following:

The colored concrete mixes for the entire project are to be consistent. If the Contractor chooses to provide mixes with High Early Strength, then all colored concrete will be provided with the same mix.

If additional water is added to the colored concrete once a truck is on site, this concrete will be rejected.

If the Engineer allows, minimal amounts of water may be applied to the surface of the colored concrete to complete the final surface finishing operations. If too much water is added to the surface of the colored concrete during final surface finishing operations such that the colored concrete no longer conforms to the approved color, the colored concrete may be rejected and replaced at the direction of the Engineer.

The Contractor shall cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of the colored concrete. The Contractor shall remove and replace discolored concrete as the Engineer directs.

The Contractor shall uniformly apply the liquid release agent onto the colored, still plastic state concrete, to provide a clean release of imprinting tools from the concrete surface without lifting imprint or rearing concrete.

The Contractor shall monitor the setting up of the concrete. Once the concrete is ready for imprinting, the Contractor shall accurately align and place the imprinting stamps uniformly pressing or pounding the imprint tools to produce the required pattern and depth of imprint on the concrete surface. The Contractor shall:

- Remove the platform tools immediately.
- Hand texture and stamp edges and surfaces unable to be imprinted with the stamping mats.
- Touch up imperfections such as broken corners, double imprints, and surface cracks.

Do not cure colored concrete using plastic sheeting unless necessary due to weather conditions. Plastic sheeting shall not be laid directly on top of the concrete, as discoloration will occur. Plastic shall be suspended above the concrete.

All completed areas of colored concrete shall be of consistent color and appearance and shall meet the approval of the Engineer. Any finished areas that are rejected by the Engineer shall be removed and replaced by the Contractor at no additional cost to the County.

Method of Measurement.

Stamped Colored Portland Cement Median Surface 4 Inch (Special) will be measured for payment in place and the area computed in square feet. The concrete curb around the median and pavement will be measured for payment separately.

Basis of Payment.

This work will be paid for at the contract unit price per square foot for STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 4 INCH (SPECIAL). The unit price shall include all labor, equipment and materials necessary to construct the stamped concrete.

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

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

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

Name of Utility	Type	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.39 of the Standard Specifications shall apply.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.
- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

TYPE III TEMPORARY TAPE FOR WET CONDITIONS

Effective: February 1, 2007

Revised: February 1, 2011

Description. This work shall consist of furnishing, installing, and maintaining Type III Temporary Pavement Marking Tape for Wet Conditions.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Pavement Marking Tape	1095.06

Initial minimum reflectance values under dry and wet conditions shall be as specified in Article 1095.06. The marking tape shall maintain its reflective properties when submerged in water. The wet reflective properties will be verified by a visual inspection method performed by the Department. The surface of the material shall provide an average skid resistance of 45 BPN when tested according to ASTM E 303.

CONSTRUCTION REQUIREMENTS

Type III Temporary Tape for Wet Conditions shall meet the requirements of Article 703.03 and 703.05. Application shall follow manufacturer's recommendations.

Method of Measurement. This work will be measured for payment in place, in feet (meters).

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for WET REFLECTIVE TEMPORARY TAPE TYPE III of the line width specified, and at the contract unit price per square foot (square meter) for WET REFLECTIVE TEMPORARY TAPE TYPE III, LETTERS AND SYMBOLS.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02
Note 1.	The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.	
Note 2.	Type A sheeting can be used on the plywood base.	
Note 3.	All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.	
Note 4.	The overlay panels shall be 0.08 inch (2 mm) thick.	

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

CDOT TRAFFIC SIGNAL SPECIFICATIONS

The specifications included in this section are for Chicago Department of Transportation (CDOT) traffic signal items of work. These will include all pay items used for work on plan sheets for CDOT Traffic Signals. The Material Specifications referred to within these specifications refer to CDOT Material Specifications which can be found in the CDOT Material Specifications section of the Contract Specifications. The Standard Drawings referred to within these specifications refer to the CDOT Standard Specification Drawings which can be found in the Contract Plans.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

Description.

This work will consist of maintaining an existing traffic signal installation that has been designated to remain in operation during construction of the new traffic signals. If during the course of construction it becomes necessary to use temporary aerial cable to keep the intersection functioning, this work will be performed at no additional cost. However, the need for temporary traffic signals and controllers will be paid for under separate items, as shown on the plans or as directed by the Engineer.

Maintenance Procedures.

Before taking over maintenance of the existing traffic signal installation, the Contractor must arrange to make an inspection with the Engineer to determine if any corrective action needs to be done, and to mutually agree on a date for transferring maintenance. The contractor should normally begin maintaining the existing traffic signals as soon as he begins any work at the site.

The contractor will be responsible for maintaining the traffic signal installation in proper operating condition. The contractor must perform the maintenance procedures as outlined in Section 802.07 of the Standard Specifications.

The traffic controller must be maintained as outlined in Section 850.03 of the Standard Specifications.

Method Of Measurement.

This work will be measured per each. The time frame will begin at the mutually agreed date for taking over maintenance. The time frame will end upon the issuance of a Signal Acceptance Notice from the Engineer. Before such notice is given, a final inspection must be performed with the contractor, the Engineer, and a representative from the Chicago Department of Transportation. The time frame may be measured in full weeks and fractions thereof.

Basis Of Payment.

This work will be paid for at the contract unit price per each, or fraction thereof, for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, which payment will be in full for maintaining the traffic signals during said time frame. If for any reason the contractor fails to properly maintain the traffic installation, leading to and requiring a response from the City maintenance forces, the cost of such a response will be charged to the contractor.

DRILL MANHOLE OR HANDHOLE (CHICAGO)

Description.

This work will consist of drilling a hole in an existing handhole or manhole for the installation of a new conduit. This item must meet the requirements of Article 879 of the Standard Specifications.

Construction.

The size of the hole must be as close as possible to the size of the conduit to be installed. The conduit must be installed in the drilled hole with a bushing before the hole is grouted. The conduit will be covered by a separate item. The space between the conduit and the handhole or manhole wall must be caulked with a waterproof grout. Drawing 814 provides additional information.

Method Of Measurement.

This work will be measured per each hole drilled.

Basis Of Payment.

This work will be paid for at the contract unit price each for DRILL MANHOLE OR HANDHOLE (CHICAGO), which price will be payment in full for drilling the hole, grouting, and any additional work required to accomplish this task.

SIGNAL HEAD, POLYCARBONATE, LED, 1 FACE, 3-SECTION, BRACKET MOUNTED, SPECIAL SIGNAL HEAD, POLYCARBONATE, LED, 1 FACE, 5-SECTION, BRACKET MOUNTED, SPECIAL

Description.

This item will consist of furnishing and installing a traffic signal head or combination of heads on a street light pole, a traffic signal pole, or a traffic signal post as shown on the plans, as specified herein, or as directed by the Engineer. Specific installations and configurations are shown on Drawing Numbers 834 and 835, entitled "Standard Traffic Signal Mounting Details".

The type of installation will be as indicated on the plans. The number of signal faces, the number of signal sections in each signal face, any dual-indication sections, and the method of mounting will be as indicated in the plans and in the standard drawings.

Each signal face must be pointed in the direction of the approaching traffic that it is to control and must be aimed to have maximum effectiveness for an approaching driver located at a distance from the stop line equal to the normal distance traversed while stopping.

During construction and until the installation is placed in operation, all signal faces must be hooded. The hooding material must be securely fastened so it will not be disturbed by normal inclement weather or wind.

Material.

The traffic signal must meet the requirements of Material Specification 1493 for LED signals. The mounting brackets must meet the requirements of Material Specification 1495.

Installation.

The signals must be mounted using pole mounting brackets banded to the pole with two strips of 3/4" stainless steel banding single wrapped, one at the top and one at the bottom of the brackets, each secured with a stainless steel banding clip. The banding and clips will be coated with a baked-on black finish. The mounting configuration connecting the signals to the mounting bracket must consist of polycarbonate brackets specifically made for mounting signal heads to the side of poles, to create the designated structure. When the signals are to be mounted on a square pole or flat surface, the bracket used will be bolted to the flat pole or surface using 3/8" drive studs where permissible or using a 3/8" studs in a tapped hole.

The bottom mounting bracket must be accurately located to cover an opening 1" in diameter, for cable entrance, drilled into the pole or standard at a calculated height to position the bottom signal face at a standard height of 10 feet, or a height indicated on the plans. The opening must be reamed or filed to remove all sharp edges or burrs which might damage cable during installation or through vibration when the signals are in operation.

Cable.

The Contractor must provide and install a length of 8/C #16 AWG, as per Specification 1475, flexible electrical cord, medium duty, of sufficient length to extend without strain or stress from the terminal strip in the "Green" section of the signal head to the terminal strip in the junction box mounted on the pole. The number of conductors in the cord, and the color coding of the conductors, must be sufficient to match the requirements of the signal head being installed, and must be connected in accordance with Specification 1493. Both ends of the cable length must be carefully stripped of six inches (6") of jacket and one inch (1") of insulation, and each conductor properly tinned. The service cable from the signal heads must enter the pole through the bottom mounting bracket and enter the long sweep elbow to terminate by attachment to the terminal strip in the junction box in accordance with connector schematic, Drawing Number 12268-A

Method Of Measurement.

This work will be measured per each unit installed, complete.

Basis Of Payment.

This work will be paid for at the contract unit price for each SIGNAL HEAD, POLYCARBONATE, LED, 1 FACE, 3-SECTION, BRACKET MOUNTED, SPECIAL and SIGNAL HEAD, POLYCARBONATE, LED, 1 FACE, 5-SECTION, BRACKET MOUNTED, SPECIAL which price will be payment in full for furnishing and installing the signal head complete, including all necessary wiring.

SIGNAL HEAD, POLYCARBONATE, LED, 1 FACE, 3-SECTION, MAST ARM MOUNTED, SPECIAL

Description.

This item will consist of furnishing and installing a traffic signal head on a traffic signal monotube mast arm, as shown on the plans, as specified herein, or as directed by the Engineer. Specific installations and configurations are shown on Drawing 834 entitled "Standard Traffic Signal Mounting Details".

Each signal face must be pointed in the direction of the approaching traffic that it is to control and must be aimed to have maximum effectiveness for an approaching driver at a distance from the stop equal line to the normal distance traversed while stopping. The optically programmed signal face must be programmed in accordance with the visibility requirements of the Traffic Engineer.

During construction, and until the installation is placed in operation, all signal faces must be hooded. The hooding material must be securely fastened so it will not be disturbed by normal inclement weather or wind.

Material.

The traffic signal head construction must meet the requirements of Material Specification 1493 for LED traffic signals. The mast arm bracket must meet the requirements of Material Specification 1463. The cable must meet the requirements of Material Specification 1475.

Installation.

The signal must be mounted on the mast arm at the position indicated on the drawing in the manner shown on Drawing 834. The bracket must be banded to the mast arm with the 5/8" banding as shown on Drawing Number 834. The banding and clips must have a baked-on black finish. The bracket must be located over a hole drilled into the mast arm for the installation of cable. The hole must be reamed or filed to remove any sharp edges or burrs which might damage cable during installation or through vibration when the signals are in operation.

Cable.

The contractor must provide and install a length of 8/C #16 flexible electrical cord, of sufficient length to extend without strain or stress from the terminal strip in the "Green" section of the signal head to the terminal strip in the junction box mounted on the pole. The number of conductors in the cord, and the color coding of the conductors, must be sufficient to match the requirements of the signal head being installed, and must be connected in accordance with Material Specification 1493 for LED traffic signals. Both ends of the cable length must be carefully stripped of six inches (6") of jacket and one inch (1") of insulation, and each conductor properly tinned. The service cable from the signal heads must enter the traffic signal mast arm through the hole from the mounting bracket, whence it will continue and enter the pole through the hole for mast arm wiring, then extend downward through the pole to enter the long sweep elbow to terminate by attachment to the terminal strip in the junction box in accordance with the terminal strip connector schematic, Drawing Number 12268-A.

The mast arm brackets must be painted gloss black or another color as indicated in the plans.

Method Of Measurement.

This work will be measured per each signal unit installed, completely wired and operational.

Basis Of Payment.

This work will be paid for at the contract unit price for each SIGNAL HEAD, POLYCARBONATE, LED, 1 FACE, 3-SECTION, MAST ARM MOUNTED, SPECIAL of the type specified which price will be payment in full for furnishing and installing the signal head, or the optically programmed signal head, complete.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Description.

This work will consist of removing all the existing traffic signal equipment at the intersections listed on the plans.

Removal.

The items to be removed will include traffic signal arms, traffic signal poles, traffic signal heads, non-illuminated and illuminated traffic signs, traffic signal controllers, street lighting mast arm and luminaire on combination poles and all associated equipment and cable.

The traffic signal items, except for traffic signal cable, are to remain the property of the City of Chicago. The Contractor must deliver the obsolete traffic signal equipment to the City of Chicago Yard at 4101 South Cicero Avenue, Chicago, Illinois. Twenty four hour advance notice is necessary before delivery. The traffic signal cable must be removed and become the property of the Contractor and must be disposed of by him, outside the right-of-way, at his sole expense.

The Contractor must provide three (3) copies of a list of equipment that is to remain the property of the City, including model and serial numbers where applicable. He must also provide a copy of the contract plan, or special provisions, showing the quantities and type of equipment. The Contractor will be responsible for the condition of the traffic control equipment from the time of removal until its acceptance by a receipt drawn by the City indicating that the items have been returned.

Method Of Measurement.

This item will be measured as one unit per project contract, or per signalized intersection. The breaking down of foundations and manholes will not be considered part of this item.

Basis Of Payment.

This work will be paid for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT lump sum per intersection. This price will be payment in full for removing the equipment and disposing of it as required. The salvage value of the cable retained by the Contractor must be reflected in this contract lump sum price.

UNDERGROUND CONDUIT, PVC, 3" DIA. SCHEDULE 80 (CHICAGO)

Description.

This work will consist of furnishing and installing a conduit lateral of the type and size specified including fittings and accessories as part of the raceway either laid in trench or bored and pulled in place.

Underground conduits shall be furnished and installed according to Section 810 of the Standard Specifications and as describe herein.

Materials.

Polyvinyl chloride (PVC) conduit must conform to the requirements of Material Specification 1533 and to the requirements of the National Electrical Manufacturers Association Standard, Publication Number TC2 for EPC-80. Conduit color will be determined by the Resident Engineer.

Construction.

Definition of Laterals.

A lateral will mean a conduit raceway extending from one sub-surface location to another sub-surface location, and in every case intended to encase electric circuit cable under paved surfaces, or in unpaved parkway, street or alley, where specifically designated.

Locations.

Laterals must be installed at the locations shown on the construction plans. Laterals must be installed in the shortest practicable line between points of termination, or under adverse conditions, as directed by the Resident Engineer. Laterals not shown on the drawing, but necessary to be installed will be paid for at the unit price bid for laterals as additional units of construction.

Installation Requirements.

Installation of the underground raceways shall be done according to Article 810.04 of the Standard Specifications and as describe herein.

The Contractor must exercise care in installing the conduit to ensure that it is smooth, free from sharp bends or kinks, and has the minimum practicable number of bends. Crushed or deformed conduit will not be accepted. All conduit and fittings must have the burrs and rough places smoothed, and all conduit runs must be cleaned and swabbed before installation of electric cables. If cable is not to be installed immediately after cleaning of the conduit, a light weight pulling line such as 1/8" polyethylene line must be placed in the conduit and will remain in the conduit for future work. All underground conduits must have a minimum cover of thirty inches (30") below grade. If conduit cannot be installed with a minimum cover of thirty inches (30"), the conduit must be encased in concrete for protection. The method of encasement and protection must be approved by the engineer. Concrete encasement will be paid for as a separate pay item.

When multiple laterals in a common trench are required, no more than three (3) three inch (3") or smaller conduit laterals can be laid on a single, horizontal level. Four or more conduit laterals must be installed on two (2) levels in accordance with instructions of the Resident Engineer.

Conduit laterals installed under vaulted walks must be securely attached to the retaining wall by means of galvanized clamps and clamp backs held in place by anchor bolts. Laterals will be fastened as close to the underside of the sidewalk as possible, and securing clamps installed every five feet (5'). Laterals must be continuous through party walls.

Threaded fittings and bends of the same material as conduit must be furnished and installed as required. Threadless couplings may be used only for splicing existing conduit. All conduit splices, where required, will be considered incidental to this pay item.

Method of Measurement.

The length measured will be the number of lineal feet of conduit installed and accepted, measured in place. The length for measurement will be the distance horizontally between changes in the direction of the conduit.

Basis of Payment.

This work will be paid for at the contract unit price per lineal foot for UNDERGROUND CONDUIT, PVC of the type and size as specified, (CHICAGO) which price will be payment in full for furnishing and installing the conduit and fittings complete. Cleaning, swabbing, and p-lining of new conduit will be incidental to this pay item.

PEDESTRIAN PUSH-BUTTON, SPECIAL

Description.

This item will consist of furnishing and installing a push button switch and housing on a traffic signal pedestal or pole, as shown on the plans, as specified herein, or as directed by the Engineer. Specific installation data is shown on Drawing Number 834 entitled "Standard Traffic Signal Mounting Details".

Material.

The push button assembly must meet the requirements of Material Specification 1517. The electrical cord must meet the requirements of Material Specification 1534.

Installation.

The push button assembly must be banded on the pole or pedestal at the mounting height shown on Drawing Number 834 using 3/4" stainless steel banding , one band each at the top and the bottom of the unit. The banding must have a baked-on black finish. The unit must be mounted on the side of the pole nearest the cross walk which the signals control, the position being at approximately 90 degrees from the face of curb. The push button must be located at a height of 42" above sidewalk grade. A hole 3/4" in diameter must be drilled in the pole at the proper height for the installation of cable. The hole must be reamed or filed to remove any sharp edges or burrs which might damage cable during installation or through vibration when the signals are in operation.

The contractor must provide and install two lengths of flexible electrical cord. The cable must be of sufficient length to extend without strain or stress from the push button to which it is connected at one end, to the terminal strip in the junction box mounted on the pole. The cord must be attached to the terminal block in the junction box in accordance with the terminal strip connector schematic, Drawing Number 12268-A.

Method Of Measurement.

This work will be measured per each unit installed, completely wired and operational.

Basis Of Payment.

This work will be paid for at the contract unit price each for a PEDESTRIAN PUSH-BUTTON, SPECIAL which price will be payment in full for furnishing and installing the push button complete with its component parts and appurtenances.

ROD AND CLEAN DUCT IN EXISTING CONDUIT

Description And Scope.

This work will consist of inserting a duct rod or electrical fish rod or tape of sufficient length and rigidity into an electrical conduit opening in one electrical manhole or handhole, and pushing the said rod through the conduit to emerge at the next or subsequent manhole in the conduit system at the location shown on the plans. The duct rod may be inserted and removed by any standard construction method which causes no damage to the conduit system. The size of the conduit may vary from two inch (2") to four inch (4"), but there will be no differentiation in cost for the size of the conduit.

The conduit system which is to be rodded and cleaned may exist with various amounts of standing water in the manholes. The contractor must pump the water or sufficient water from the manholes to drain the conduit and to afford compatible working conditions for the installation of the duct rods and/or cables. The pumping of the manholes will be incidental to the work of rodding and cleaning of the conduit.

Any manhole which, in the opinion of the Resident Engineer contains excessive debris, dirt or other materials to the extent that conduit rodding and cleaning is not feasible, will be cleaned at the Engineer=s order and payment approved as a separate pay item, and not a part of this specification.

Prior to removal, of the duct rod, a duct cleaning attachment such as a properly sized wire brush or cleaning mandrel must be attached to the duct rod, which by removal of the duct rod will be pulled through the conduit to remove sand, grit, or other light obstructions from the duct to provide a clean, clear passage for the installation of cable. Whenever the installation of cables is not performed as an adjunct to or immediately following the cleaning of the duct, a light weight pulling line such as a 1/8" polyethylene line or conduit measuring tape must be placed and will remain in the conduit to facilitate future work. When great difficulty of either inserting the duct rod or removal of the cleaning mandrel is encountered, the duct may require further cleaning by use of a compressed air gun, or a low pressure water hose. In the case of a broken duct line, the conduit must be excavated and repaired. The existence and location of breaks in the duct line may be determined by rodding, but the excavation and repair work required will not be a part of this pay item.

Method Of Measurement.

This work will be measured per lineal foot for each conduit cleaned. Measurements will be made from point to point horizontally. No vertical rises will count in the measurement.

Basis Of Payment.

This work will be paid for at the contract unit price per lineal foot for ROD AND CLEAN DUCT IN AN EXISTING CONDUIT for the installation of new electric cables. Such price will include the furnishing of all necessary tools, equipment, and polyethylene line as required to prepare a conduit for the installation of cable. When the number of cables to be installed requires the use of more than one conduit in the same run, each additional conduit required will be rodded and cleaned as a separate unit and paid for at the contract unit price.

PEDESTRIAN PUSH BUTTON POST (CHICAGO)

Description.

This item will consist of furnishing and installing a steel post, for supporting a push button for pedestrian traffic, in a concrete sidewalk, at the location shown on the plans, or as directed by the Engineer. The post installation itself must be consistent in construction to the post shown on Drawing Number 963, "Pedestrian Push Button Post".

Materials.

The post will be three inch (3") galvanized rigid steel conduit meeting the requirements of Material Specification 1462. The top of the post will be threaded for a length of two inches (2"). The bottom of the post will be threaded for a length of three and one-half inches (3.5"). A threaded conduit cap will be provided for the top. The base material will consist of a three and one-half inch (3.5") length of threaded conduit coupling circumferentially welded to a base plate. The base plate will be dimensioned as shown on Standard Drawing 963. The base plate will be made of a high strength low alloy steel meeting the requirements of ASTM A595, Grade A. The post, base, and cap must be powder coated black. Post threads must not be painted. The painting method must be pre-approved by the Engineer.

Installation.

A hole must be drilled into the post at the proper height and location for the pedestrian push button wiring. The post must be screwed into the base. The post may be tack welded to the base to insure the two parts do not loosen. The post and base must be mounted in the sidewalk using a minimum of ½" concrete anchors of the appropriate length. (Please note that cable must be pulled into the post before the post is mounted to the sidewalk.) The nuts on the rods must be tightened to secure the post to the sidewalk such that there is no space separating the post from the sidewalk. There must be no double nutting. The post must be plumb; the use of shims will not be permitted. The post cap must be secured by screwing into the top of the pipe. After the post is erected, the Engineer will determine if touch-up paint is required.

Method Of Measurement.

This work will be measured per each unit installed, complete with anchors, nuts, base, steel pipe, and post cap. Concrete work, wiring, and push buttons will not be included in this item.

Basis Of Payment.

This work will be paid for at the contract unit price each for a PEDESTRIAN PUSH BUTTON POST (CHICAGO), which will be payment in full for furnishing and installing the post complete in place.

ELECTRIC CABLE NO. 14, 2/C (SHIELDED) (CDOT)

Description.

This work will consist of furnishing and installing a shielded lead-in cable

Materials.

The cable must be rated 600 Volts, 90° Centigrade wet and dry. The cable will have soft annealed tinned copper conductors with a PVC insulation and a PVC jacket overall with an appropriate shield. The cable will be equal to that manufactured by Belden, for instrumentation/process control tray cable, Part No. 9343, or an approved equal.

Installation.

The contractor will install the cable from the existing traffic controller to the manhole/ hand hole as indicated on the contract plan drawing or as directed by the Commissioner. The contractor must splice the cable to the detector loop cable in the manhole or handhole. The other end of the cable must be terminated at the controller.

Cable Slack

The length of cable slack that must be provided will be in accordance with the following schedule:

<u>Location</u>	<u>Length of Slack Cable (feet)</u>
Base of Controller	7
Detector, Junction Box	1
Base of Traffic Signal Post or Traffic Signal Pole	4
City Handhole	6
City Manhole	12
Commonwealth Edison Manhole	25

Cable slack in manholes/handholes must be trained and racked in the holes. If racks are non-existent, racks must be provided, and considered incidental and a part of this pay item.

Method Of Measurement.

The length of measurement shall be the distance horizontally measured in feet between changes in direction, and shall include slack cable. All vertical cables will not be measured for payment.

Basis Of Payment.

This work will be paid for at the contract unit price per foot for ELECTRIC CABLE NO. 14, 2/C (SHIELDED) (CDOT) as specified. This price shall be payment in full for furnishing, installing, connecting, splicing, and testing of cable, and shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work, as specified herein, and as shown on the plans.

CLEAN EXISTING MANHOLE OR HANDHOLE

Description.

This item will consist of furnishing all labor, materials, tools and equipment necessary to clean a manhole or handhole. Work must include the removal and disposal of all foreign debris and liquids from the manhole or handhole. Manholes or handholes to be cleaned will be identified on the plans or by the Resident Engineer.

Cleaning.

The inside dimension of the hand hole will normally be 30 to 36 inches in diameter and three feet in depth. The inside dimension of the manhole will normally be 3'x4'x4' or 4'x6'x6'. Handholes and manholes of other dimensions may be encountered. Cleaning will include opening the lid and placing the lid back in place after cleaning. The cables must not be damaged or disturbed during the cleaning process. All debris removed from the hole must be properly disposed of in an approved manner and not be left in the public way or dumped into the City sewer system. Guidelines outlined in Section 202.03 of the Standard Specifications should be followed.

Method Of Measurement.

This work will be measured per each manhole/handhole cleaned.

Basis Of Payment.

This work will be paid at the contract unit price each for CLEAN EXISTING MANHOLE OR HANDHOLE, as directed by the Resident Engineer, which payment will include both cleaning and debris disposal.

REMOVE AND REINSTALL SIGNAL EQUIPMENT

Description.

This work will consist of removing and reinstalling existing traffic signal heads onto the original pole or mast arm, and reconnecting the harness cable to the junction box at the intersections listed as relocated on the plans.

Removal.

The items to be removed will include traffic signal arms, traffic signal poles, traffic signal heads, non-illuminated and illuminated traffic signs, traffic signal controllers, street lighting mast arm and luminaire on combination poles and all associated equipment and cable.

Installation.

The traffic signal head will have been previously removed and stored or installed near the original installation on a temporary basis. This work must include re-installing the head on the pole or mast arm. The reinstallation will include remounting the signal head and reconnecting the harness cable to the terminal strip in the junction box. Removal from a temporary installation will be covered under a separate item.

Method Of Measurement.

This item will be measured as one unit per project contract, or per signalized intersection.

Basis Of Payment.

This work will be paid for REMOVE AND REINSTALL SIGNAL EQUIPMENT lump sum per intersection. This price will be payment in full for removing the signal head and reinstalling the signal head.

CDOT MATERIAL SPECIFICATIONS SECTION

The material specifications within this section apply only to the Chicago Department of Transportation (CDOT) Specifications which reference them.

ELECTRICAL SPECIFICATION 1463
DIVISION OF ELECTRICAL OPERATIONS
DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO
REVISED JUNE 22, 2001

TRAFFIC SIGNAL MOUNTING BRACKETS FOR MONOTUBE ARMS

SUBJECT

1. This specification states the requirements for mounting brackets which will be used to secure traffic signals and illuminated signs to steel monotube mast arms.

GENERAL

2. (a) Specifications. The mounting brackets shall conform in detail to the requirements herein stated and to the specifications and methods of test of the American Society for Testing and Materials cited by ASTM Designation number of which the most recently published revision will govern.
- (b) Acceptance. Mounting brackets not conforming to these specifications will not be accepted.
- (c) Sample. If requested by the Chief Procurement Officer, one complete mounting bracket must be submitted within fifteen (15) business days upon receipt of such a request. It must be delivered to the Division of Electrical Operations, 2451 South Ashland Avenue, Chicago, Illinois 60608.
- (d) Experience. The manufacturer shall demonstrate a knowledge of past production of the brackets herein described, as demonstrated by a submittal list of comparable projects.
- (e) Warranty. Bracket must have a minimum three (3) year warranty. The warranty must cover the material and workmanship. Any structural flaws or inability to maintain alignment will be deemed a failure and result in the warranty being invoked. The manufacturer will supply a new bracket for each failed bracket, at no cost to the City.

DESIGN

3. (a) General. The mounting bracket shall be designed such that no portion of the bracket is put into tension when it is attached to the mast arm with banding. The signal support tube will be attached to the bracket using compression type attachments. All materials must be corrosion resistant and designed to be structurally sound. The signal support tube will be a slotted aluminum pipe of sufficient length to hold either a 3, 4, or 5 section signal head, or an illuminated sign. The slot must have a neoprene gasket to protect the cable. There must also be top and bottom brackets that hold the signal head assembly at each end of the tube. The bottom bracket will also be used as a cable runway.
- (b) Hardware. All components of the mounting brackets must be held firmly in place with stainless steel hardware.
- (c) Adjustments. Bracket shall allow for mounting and adjustment of signal faces in any direction desired on a fixed mast arm. Adjustments shall be made using standard hand tools. Neither mounting nor adjusting the bracket should require the use of a torque wrench.
- (d) Signal Mounting. Mounting hardware shall be available for use with standard two, three and five signal head configurations; for use with optically programmed signal heads; and with signs.
- (e) Wiring. Bracket design shall allow for ease of installation of components and wiring. All wiring troughs and nipples must provide smooth, burr-free surfaces and adequate space for facile movement of nominal 2" diameter cable between the mast arm and the signal face.
- (f) Banding. Where banding is used to attach the mounting bracket to the mast arm, the banding must be 3/4" x 42" stainless steel.
- (g) Castings. Where castings are used for the brackets, they shall be smooth and free of defects.

TESTING

4. (a) General. One Percent (1%) of the traffic signal mounting brackets in each order shall be tested for rigidity and structural integrity.
- (b) Re-testing. If any mounting bracket fails any portion of the test, an additional three percent (3%) of the brackets must be tested. If an additional bracket fails, the entire lot will be rejected.
- (c) Tests.
 1. With five (5), twelve inch (12") signal head sections attached to the bracket, the assembly shall be mounted to a suitable and proper supporting structure.
 2. Using a calibrated dynamometer, a one hundred pound force must be applied for sixty seconds at the center of the bracket in the horizontal plane. At the completion of the test, there must be no movement of the assembly or deterioration of the bracket or appurtenant hardware.
 3. Using a calibrated dynamometer, a one hundred pound force must be applied to the top signal head section for sixty seconds in a direction which will pull the head away from the mounting post in the mounting post plane. During this time period, the mounting bracket castings must be struck ten times with an eight ounce flat head hammer at the point(s) which appear to be most vulnerable to stress. At the completion of the test, no movement of the assembly must have been observed and there must be no cracking of the castings or deterioration of the appurtenant hardware.
 4. The above test must be repeated except that the force must be applied in a plane which is perpendicular to the mounting post plane.

**ELECTRICAL SPECIFICATION 1475
DIVISION OF ELECTRICAL OPERATIONS
DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO
REVISED SEPTEMBER 26, 2006**

CORD: TRAFFIC SIGNAL, EIGHT CONDUCTOR NO. 16 AWG, 600 VOLT

SUBJECT

1. This specification states the requirements for an eight (8) conductor number 16 AWG, electrical cable, to be installed in poles and conduit and used to electrically energize traffic signal faces at street intersections within the City of Chicago. The cable shall be flame retardant, have low acid gas content, good resistance to oil, moisture and mechanical abuse, and exhibit excellent heat aging and electrical characteristics.

GENERAL

2. (a) Specifications. The cable shall conform in detail to the requirements herein stated, and to the specifications and methods of test of the American Society for Testing and Materials cited by ASTM Designation Number, the Underwriters Laboratories, Inc. Standard or Style number and any other recognized standardization group's specifications referred to by the appropriate designation, of which the most recently published revision will govern.
- (b) Acceptance. Cable not conforming to this specification will not be accepted.
- (c) Warranty. The manufacturer shall warrant the cable to be first class material throughout. In addition to any other claims against them, if the cable is installed within six months of date of shipment, the manufacturer must replace any cable failing during normal and proper use within two years of date of installation. All replacements under this warranty must be made free of charge F.O.B. delivery point of the original contract.
- (d) Sample. If requested by the Chief Procurement Officer, a three (3) foot sample of the cable intended to be provided under this specification must be submitted to the attention of the Engineer of Electricity within fifteen (15) business days after receipt of such request.

CABLE

3. (a) Construction. This cable shall consist of stranded, coated, conductors each concentrically encased with a "free stripping," ethylene propylene rubber insulation. Suitable fillers shall be used to produce an essentially round cross-section. The insulated conductors and the fillers must be cabled with a suitable left-hand lay as close together as is consistent with forming a core of minimum diameter. A Mylar tape must be wrapped over the conductor assembly, and a jacket applied overall.

- (b) Outer Diameter. The maximum allowable outer diameter must be one-half (0.50) inch.
- (c) Sealing. Both ends of each length of cable must be thoroughly sealed to prevent the entrance of moisture or other foreign matter.

MARKING

- 4. (a) Conductors. Identification must be provided by colors in accordance with I.M.S.A. Standards.
- (b) Jacket. The outer jacket must be marked as follows: "8/C 16 AWG 600V 90°C LSZH, name of manufacturer and date of manufacture. The height of letters must not be less than 1/8 inch in height and the message must repeat at approximately two (2) foot intervals. A sequential footage marking must be located on the opposite side of the jacket. All marking must be perfectly legible with permanent white ink.

CONDUCTOR

- 5. (a) Material. Round, Soft or annealed, stranded copper wire in accordance with ASTM B-3 and B-8, and coated in accordance with ASTM B33 (tin coated) , must be furnished.
- (b) Size. The stranded conductor must consist of stranded wires twisted with an appropriate lay to form a No. 16 AWG conductor with an approximate diameter of 0.048 inches.

INSULATION

- 6. (a) Type. The insulation must be an easily strippable low smoke zero halogen (LSZH) thermosetting polyolefin compound or ethylene propylene rubber (EPR), or equal meeting or exceeding the requirements of ICEA S-95-658 and the additional requirements of this specification.
- (b) Rating. The insulation must be rated for continuous duty at 90°C in accordance with U.L. AWM Style 3400.
- (c) Thickness. The insulated conductor must be circular in cross-section, concentric to the conductor, with a nominal insulation thickness of 0.031 inches (2/64") and a minimum spot thickness of 90% of the nominal thickness.

(d) Initial Physical Requirements:

1. Tensile strength, min., PSI	1,600
2. Elongation at rupture, min. %	250

- (e) Air Oven Exposure Test. After conditioning in an air oven at $158 \pm 1^\circ\text{C}$ for 168 hours using methods of test described in ASTM-D 573:

Tensile strength, minimum percent of unaged value85

Elongation at rupture, minimum percent of unaged value65

- (f) Mechanical Water Absorption:

1. Gravimetric Method. After 168 hours in water at $70 \pm 1^\circ\text{C}$:

Water absorption, maximum, milligrams per square inch . . .5.0

- (g) Cold Bend Test Requirements. The completed cable must pass the "Cold-Bend," Long-Time Voltage Test on Short Specimens of ASTM D-470 except that the test temperature must be minus (-) 25°C .

- (h) Electrical Requirements:

1. Voltage Test. The completed cable must meet an A.C. and D.C. voltage test in accordance with ASTM D-470 and D-2655.

2. Insulation Resistance. The completed cable must have an insulation resistance constant of not less than 20,000 when tested in accordance with methods shown in ASTM D-470.

- (i) Flexibility Tests. A sample length of insulated conductor must be formed in a loose coil, placed in a circulating air oven, and aged for 168 hours at $158^\circ\text{C} \pm 1^\circ\text{C}$. The sample must then be allowed to cool to room temperature for one (1) hour and tightly wrapped around a 3X metal mandrel. The sample must show no cracks and must pass the same voltage test specified for the "Cold-Bend Test."

JACKET

7. (a) Type. The jacket must be a thermosetting low smoke zero halogen (LSZH) polyolefin compound or chlorinated polyethylene (CPE), or equal meeting the physical and electrical requirements specified herein.

- (b) Rating. The jacket must be rated for continuous duty at 90°C .

- (c) Thickness. The jacket must be circular in cross-section, concentric with the insulation, must have an average thickness not less than 45 mils and a spot thickness not less than ninety percent (90%) of the average thickness.

- (d) Initial Physical Requirements:

1. Tensile strength minimum PSI 1800

2. Elongation at rupture, minimum percent 300

- (e) Air Oven Exposure Test. After conditioning in an air oven at $121 \pm 1^\circ\text{C}$ for 168 hours for LSZH or $136 \pm 1^\circ\text{C}$ for CPE:
- | | | |
|----|---|----|
| 1. | Tensile strength, minimum percent of unused value | 75 |
| 2. | Elongation at rupture, minimum percent of unaged valued | 55 |
- (f) Mechanical Water Absorption. After 168 hours at $70 \pm 1^\circ\text{C}$:
- | | | |
|----|-------------------------------------|----|
| 1. | Milligrams per square inch, maximum | 20 |
|----|-------------------------------------|----|

TESTING

8. (a) General. Tests shall be performed on insulation, jacket and completed cables in accordance with applicable standards as listed in this specification. Where standards are at variance with each other or with other portions of this specification, the most stringent requirements, as determined by the Engineer of Electricity will apply.
- All tests must be conducted on cable produced for this order. Where cable insulation and/or jacket thickness preclude obtaining samples of sufficient size for testing, special arrangements must be made with the engineer to obtain samples of unprocessed materials directly from the extrusion feed bins which will be separately processed and prepared for tests.
- (b) Number of Tests. Insulation and jacket tests must be conducted on samples taken every 25,000 feet or fraction thereof of each conductor size. In no case must samples be taken closer than 15,000 feet apart.
- (c) Test Reports. No cable shall be shipped until certified copies of all factory tests have been reviewed and approved by the engineer.
- (d) Acceptance. Samples shall be taken from each reel and must successfully conform to all tests specified herein. Reels from which samples fail to conform, will be rejected.

PACKAGING

9. (a) Reels. The completed cord shall be delivered on sound, substantial reels. The ends of the cable must be securely fastened so that they will not become loose during shipment and handling.
- (b) Footage. The number of feet per reel must be five hundred (500) feet plus or minus ten percent ($\pm 10\%$).
- (c) Marking. A metal tag, or an approved indelible marking material such as alkyd enamel paint, must be used to mark the reel. The marking information must include, but not be limited to, the following: reel number, contract number, a description of the cord, and the footage of that particular reel.

**ELECTRICAL SPECIFICATION 1493
DIVISION OF ELECTRICAL OPERATIONS
DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO
REVISED JANUARY 27, 2010**

**TRAFFIC SIGNAL: VEHICULAR, TWELVE-INCH SINGLE FACE, SINGLE OR
MULTIPLE-SECTION, POLYCARBONATE, LED OR INCANDESCENT**

1. GENERAL REQUIREMENTS

1.1 This specification states the requirements for twelve-inch, single face, single and multiple-section, traffic signals with polycarbonate housings, using LED or incandescent light source, for use in the traffic control system of the City of Chicago. Units include red ball, yellow ball, green ball, red arrow, yellow arrow, and green arrow.

1.2 Sample and Certified Test Reports. One complete signal, fully assembled and wired, of the manufacture proposed to be furnished, must be submitted along with the required certified test reports, within fifteen (15) business days upon request of the Chief Procurement Officer. The sample must be delivered to the Division of Electrical Operations, 2451 South Ashland Avenue, Chicago, Illinois 60608.

1.3 Standards. Equipment furnished under this specification shall meet the appropriate requirements of the following standards, as required within the body of this specification:

American Association of State Highway and Transportation Officials (AASHTO)
American Society for Testing and Materials (ASTM)
Institute of Transportation Engineers (ITE)
National Electrical Manufacturers Association (NEMA)
Underwriters Laboratories (UL)

1.4 Approval. Approval will mean approval in writing by the Commissioner or his duly authorized representative.

1.5 Warranty. The manufacturer shall warrant the signals to meet the requirements of this specification, and shall warrant all equipment, components, parts and appurtenances against defective design, material and workmanship for a period of three (3) years from date of acceptance. In addition, LED optical units must carry a seven (7) year warranty against failure or loss of color (chromaticity) and signal brightness (luminance) below minimum acceptable VTCSH standard levels from date of final acceptance for contract construction, or date of delivery on a specific order. In the event defects or failures occur in the LED units during the warranty period, the manufacturer must replace all defective units, at no expense to the City. This warranty shall be evidenced by a letter or certificate of warranty submitted to the City at the time delivery is made. The LED warranty must cover all units delivered in an order or installed by contract, and must include unit serial numbers. The warranty must be signed and dated by an official of the manufacturer who is empowered by the manufacturer to enter into such a warranty.

1.6 Location. The supplier of the LED modules shall actively maintain an office, stocking warehouse, and technical support within a 100 mile radius of the City of Chicago.

2. MATERIALS AND EQUIPMENT REQUIREMENTS

2.1 The traffic signal heads shall conform to ITE Standard "Vehicle Traffic Control Signal Heads" (VTC SH), in which the most recently published revision will govern.

2.2 Housing. The housing of each section must be one piece, ultraviolet stabilized polycarbonate resin of the specified color, injection molded complete with integral top, bottom, and sides, having a minimum thickness of 0.1 inch.

(a) The polycarbonate shall meet or exceed the following tests:

TEST	REQUIRED	METHOD
Specific gravity	1.17 minimum	ASTM D 792
Vicat Softening temp	310-320° F	ASTM D 1525
Brittleness temp.	-200° F	ASTM D 746
Flammability	Self-extinguishing	ASTM D 635
Tensile strength, yield 8,500 PSI		ASTM D 638
Elongation at yield	5.5-8.5%	ASTM D 638
Shear strength, yield	5,500 PSI min.	ASTM D 732
Izod impact strength (notched, 1/8" thick)	12-16 ft-lbs/in.	ASTM D 256
Fatigue strength (at 2.5 mm cycles)	950 PSI min.	ASTM D 671

(b) Assembly. A traffic signal section shall be comprised of, but not limited to, the housing, hinged door, visor, optical unit and all necessary gaskets and hardware. The multi-section, single face, traffic signal shall be comprised of single face single sections assembled together, containing an internally mounted terminal block. Arrow indications must be shipped as single sections. The traffic signals shall be designed and constructed to permit sections to be assembled together, one above the other, forming a weatherproof and dust-tight unit.

(c) Individual sections shall be fastened together with a coupling washer assembly composed of two washers, three zinc plated bolts, nuts, and lock washers which lock the individual sections together. As an alternative, individual sections may be fastened together with four cadmium plated bolts, lock washers, and nuts. The hole in the coupling washer assembly must accommodate three 3/4 inch cables.

(d) Height. The overall height of an assembled traffic signal must be fourteen (14) inches for a single-section signal, forty-two (42) inches for a three-section signal, and seventy (70) inches for a five-section, plus or minus one (1) inch.

(e) Mounting. The traffic signal shall be designed for mounting with standard traffic signal brackets using 1-1/2 inch pipe size fittings.

- (f) Positioning Device. The top and bottom opening of each housing must have integral serrated bosses that will provide positive positioning of the signal head in five degree increments. A total of 72 teeth must be provided in the serrated bosses to allow the signal face to be rotated 360 degrees about its axis. The teeth shall be clean and well defined to provide positive positioning.
- (g) Hinges. The signal housing shall be sectional; one section for each optical unit. Each housing must have four integral hinge lugs, with stainless steel hinge pins (AISI 304 or equivalent), located on the left side for mounting the door. The hinge pins shall be straight and not protrude past the outside of the housing lugs. The housing must have two integral latching bolt lugs on the right side each with a stainless steel hinge pin to which a latching bolt (AISI 304 or equivalent), washer, and wing nut will be attached. The wing nuts must be captive. Each housing must be equipped with holes to be used for mounting backplates.
- (h) Door. The door shall be a one piece ultraviolet stabilized polycarbonate resin of the specified color, injection molded complete with a minimum thickness of 0.1 inch. Two (2) hinge lugs on the left side and two (2) sets of latch screw jaws centered on the right side, as viewed from the front of the signal, must be integrally cast with the housing door. The door must be hinged to the housing with two (2) stainless steel hinge pins, drive fitted. Two (2) stainless steel latch screws and wing nut and washer assemblies on the latch side of the housing body shall provide for opening and closing the door without the use of tools. The door must have eight (8) holes with threaded metal inserts for stainless steel machine screws to secure the visor(4 holes) and the lens(4 holes). The inside of the door must be grooved to accommodate a one piece, air-cored EPDM (ethylene propylene diene monomer) gasket to provide a weatherproof and dust proof seal when the door is closed. The inside of the door must have four equally spaced threaded metal inserts for the lens attachment. The outside of the door must have an integral rim completely encircling the lens opening to prevent leakage between the door and the lens. The rim must have four equally spaced tabs around the circumference with threaded metal inserts for the visor.
- (i) Visor. Each traffic signal shall have a visor for each signal indication (section). The visor shall be the tunnel type, nine and one-quarter inches (9-1/4") long, fabricated of ultraviolet stabilized polycarbonate resin of the specified color, injection molded. The visor shall fit tightly against the door and not permit any light leakage between the door and visor. All hardware necessary for, but not limited to, attachment of the visor must be of stainless steel. The visor must have four mounting lugs for attaching the visor to the door. Screws must go through the visor lugs into the metal inserts in the door to secure the visor.

2.3 The traffic signal heads shall be provided with incandescent or LED optical units as specified in the line item or Contract Plans.

2.3.1 INCANDESCENT OPTICAL UNITS

- (a) Incandescent Optical Unit. The incandescent optical unit consists of the lens, reflector and lamp holder. The optical unit and visor shall be designed as a whole so as to eliminate the return of outside rays entering the unit from above the horizontal (known as sun phantom). The optical unit shall be designed and assembled so that no light can escape from one indication to another.
- (b) Lenses. The red, yellow and green polycarbonate lenses must be round with a nominal twelve (12) inch diameter and shall conform to all requirements set forth under the heading "Traffic Signal Lenses" in the ITE standard. The red, green or yellow arrow lenses must be round with a nominal twelve (12) inch diameter and the outside surface must be covered, except for the arrow, with a dull or dark grey opaque material of a thickness sufficient to totally hide the light from a 2000-lumen lamp placed behind it operating at rated voltage. The opaque material shall be hard and durable and shall be bonded such that it will not peel or flake when subject to the heat of a signal lamp or when the lens is washed. The shape and size of the arrow shall be of an approved design with a minimum stroke of fifteen-sixteenths (15/16) inch. The arrow shall appear uniformly illuminated when viewed from angles usually encountered in service, whatever may be the angular position of the lens in the signal section. The lens must be enclosed by an air-cored EPDM (ethylene propylene diene monomer) gasket providing a weather proof and dust proof seal between the lens, door, and reflector assembly. The gasketed lens must be secured to the housing door by four (4) stainless steel screws (AISI 304 or equivalent) and clamps equally spaced around the lens opening. The door must have threaded metal inserts to receive the screws.
- (c) Reflector. The reflector shall be fabricated of high-purity, clad-type aluminum sheet formed to a parabolic shape and cut to fit in a circular polycarbonate, hinged frame for rigid mounting within the housing. The circular rim of the reflector shall be mounted in such a way as to seal the internal optical system by being compressed against the lens gasket when the signal door is closed. The reflecting surface must be an "ALZAK" class SI specular finish having a minimum reflectivity of eighty-two (82) percent and a protective oxide coating of 7.5 milligrams per square inch, minimum. The reflectivity shall be determined with a Taylor-Baugartner Reflectometer, and the weight of the protective oxide coating by the method of test outlined in ASTM B 137. The reflecting surface must be tested for proper sealing by applying one (1) drop of a water solution (1 gram per 50 cc) of Anthraquinone Violet R at a room temperature. After five (5) minutes, the dye must be washed from the surface with running water. No stain must remain after the surface is lightly rubbed with a soft cloth wet with mild soap and water, and rinsed with water. The reflector must have an opening in the back to accommodate the lamp holder.
- (d) Lamp Holder. The lamp holder must have a heat, moisture and weatherproof molded phenolic housing designed to accommodate a standard 133 watt, 3 inch light center length, incandescent lamp. The lamp holder shall be so designed that it can be readily rotated and positively positioned to provide proper lamp filament orientation and focus. The inner brass shell, or ferrule, of the lamp holder must have a grip to prevent the lamp from working loose due to vibration. A gasket must be furnished at the junction of the lamp holder and the reflector.

2.3.2 LIGHT EMITTING DIODE (LED) OPTICAL UNITS

- (a) Light emitting diode (LED) optical units shall consist of an integral unit containing the following components: power leads, housing, integral lens, matrix of light emitting diodes (LEDs) emitting monochromatic light of desired signal color, and electronic and electrical components necessary to permit operation at nominal 120 volt, 60 hertz power.
- (b) The LED unit shall be of such dimensions as to permit mounting in any standard traffic signal housing, be interchangeable with incandescent optical units, and must include appropriate gasket for this purpose. Gasketing provided must provide a watertight seal meeting existing ITE standard for signal heads, and exclude the infiltration of moisture into either the signal housing or into the LED optical unit case.
- (c) The LED unit shall meet the applicable requirements of the ITE standards for Vehicle Traffic Control Signal Heads(VTCSH) Part 2: LED Vehicle Signal Modules, for color (chromaticity), signal brightness (luminance), and beam spread (luminance at various vertical and horizontal angles). Yellow LED modules shall meet the green module requirements for brightness.
- (d) Minimum brightness of LED signal units shall be in accordance with the luminous requirements in a standard testing procedure as defined by Section 4 of the VTCSH Part 2: LED Vehicle Signal Modules. During the required operating life of LED signal units, the luminance output of the units must not be less than 60 percent (.60) of the values specified in the standard.
- (e) Unit lenses must be twelve inches in diameter and be constructed of ultraviolet (UV) stabilized , impact resistant polycarbonate, acrylic or other approved material. Lenses shall be clear or tinted.
- (f) Units shall consist of LEDs uniformly distributed to present a homogeneous appearance on the face of the lens from a wide viewing angle.
- (g) LEDs shall be wired so that the loss of a single LED or a string of LEDs will not reduce the luminescence below the minimum requirement.
- (h) For purposes of this specification, failure of a single unit is defined as an occurrence where the luminescence of th signal measured in candela in standard test procedures is less than the required initial luminance or luminance at time points and conditions specified, or where minimum required brightness is achieved, but two or more series strings of LEDs or in excess of twenty percent of 20% of LEDs are not operable.
- (i) Unit power supply shall be constant current regulated and filtered to provide instant on indications, and to prevent momentary signal outages or flicker. Units must be fully operable over a range of 90 volts to 130 volts at 60 hertz, plus or minus 3 hertz.

- (j) Surge protection: Each unit must be provided with integral surge protection to withstand transient of 600 volt, 100 microsecond rise and 1 millisecond pulse width. The surge protector shall provide full electrical and physical protection to all unit components.
- (k) Maximum permissible power consumption at ambient conditions (nominal 120 volts, 60 hertz, 70 degrees F.) must be 30 watts at a minimum 90 percent power factor. Power consumed must not vary by more than ten (10) percent from nominal power consumption over voltage range of 105 volts to 125 volts, and over permissible environmental ranges.
- (l) Units must be fully operable at temperature ranges of -40 degrees F. (-40 deg C) to +165 degrees F. (+74 deg C) at up to 100 percent relative humidity.
- (m) Units shall be clearly marked on the back surface of the unit in a permanent manner showing information required for warranty and long term performance. Information to be shown must include manufacturer name, date of manufacture, electric power requirements, signal model type including color and indication type, and signal serial number.
- (n) The LED unit shall be compatible with the traffic signal controller equipment currently in use by the City of Chicago, and meeting the City=s latest specifications for traffic signal control equipment. In particular the LED unit shall be compatible with the NEMA TS-1 and later traffic signal load switches and conflict monitors.
- (o) Units shall meet applicable sections of Title 47, SubPart B, Section 15 of the Federal Communications Commission (FCC) rules as applies to electronic noise limitation and electromagnetic interference.
- (p) Total harmonic distortion (THD) induced into the voltage and current AC power line sine waves must not exceed 20 percent.
- (q) LED optical units must meet the requirements of VTCSH Part 2: LED Vehicle Signal Modules Section 6.3.1 for signal burn-in.

2.4 Wiring. Each lamp holder must be furnished with two (2) leads color coded as follows:

White	Common
Red	Red Lens Section
Yellow	Yellow Lens Section
Green	Green Lens Section
Green with Black Tracer	Green Arrow Lens Section
Yellow with Black Tracer	Yellow Arrow Lens Section
Red with Black Trace	Red Arrow Lens Section

The lead must be type TEW No. 18 AWG stranded copper wire with 2/64 inch thick, 600 volt, 105 degree centigrade rated, thermo-plastic insulation meeting MIL-W-76A specifications. The lead must connect to the terminal strip without being spliced. The ends of the lamp leads must be stripped of one-half inch (2") of insulation and tinned.

2.5 Terminal Strip. A dual-point, barrier type terminal strip with a solid base and pressure

plate type connectors shall be securely attached at both ends to the housing body inside the "Green" section of the signal head.

- 2.6 Cable. One, eleven foot (11') length of flexible electric cord, medium duty, type SO, No. 16 AWG stranded copper conductor, color coded, rubber insulated, neoprene jacketed, must be furnished with each signal head. The number of conductors must include neutral, ground, and one switch leg for each section. Both ends of each cable length must be carefully stripped of six inches (6") of jacket and one inch (1") of insulation, and each conductor properly tinned.
- 2.7 Gaskets. Wherever necessary to make a completely dustproof, moistureproof and weatherproof assembly of the housing and optical system, approved type gaskets of neoprene or silicone rubber shall be provided.

3. TESTING AND DOCUMENTATION REQUIREMENTS

- 3.1 Documentation. The contractor shall provide certified manufacturing and testing documentation to demonstrate that the traffic signals being supplied meet or exceed the specification requirements. All LED Optical Units shall be tested by a nationally recognized testing laboratory (NRTL), such as Intertek (ETL), to demonstrate compliance with the latest ITE VTCSH specification. All LED units shall have the testing laboratory's label attached.
- 3.2 Inspection. The signals shall be subject to inspection at the discretion of the Commissioner. Final inspection shall be made at point of delivery. Any signal rejected shall be removed and disposed of by the contractor at his sole cost.

4. PACKING

- 4.1 Packing. Each traffic signal assembly shall be packed in a suitable carton so secured that the signal will not be damaged during shipment, handling or storage.
- 4.2 Marking. Each carton containing a traffic signal shall be clearly marked on the outside in letters not less than three-eighths (3/8) inch tall with the legend: "TRAFFIC SIGNAL, TWELVE-INCH, POLYCARBONATE@ or ΔTRAFFIC SIGNAL, TWELVE INCH, POLYCARBONATE, LED OPTICS@and the number of Sections as required, the color indication types, the name of the manufacturer, the date of manufacture, the pertinent and Contract Number and the appropriate City Commodity Code Number.

**ELECTRICAL SPECIFICATION 1495
DIVISION OF ELECTRICAL OPERATIONS
DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO
MARCH 20, 2000**

TRAFFIC SIGNAL MOUNTING BRACKET POLYCARBONATE, SIDE OF POLE

SCOPE

1. This specification states the requirements for polycarbonate brackets designed for mounting 12 inch traffic and pedestrian signal heads from the side of poles.

GENERAL REQUIREMENTS

2. (a) Sample and Certified Test Reports. One complete signal bracket of the manufacture proposed to be furnished, must be submitted along with the required certified test reports, within fifteen (15) business days upon request of the Chief Procurement Officer. The sample must be delivered to the Division of Electrical Operations, 2451 South Ashland Avenue, Chicago, Illinois 60608.
- (b) Standards. Equipment furnished under this specification must meet the appropriate requirements of the following standards, as required within the body of this specification:

American Association of State Highway and Transportation Officials (AASHTO)
American Society for Testing and Materials (ASTM)
Institute of Transportation Engineers (ITE)
National Electrical Manufacturers Association (NEMA)
- (c) Approval. Approval will mean approval in writing by the Commissioner or his/her duly authorized representative.
- (d) Warranty. The manufacturer shall warrant the signal bracket to meet the requirements of this specification, and shall warrant all equipment, components, parts and appurtenances against defective design, material and workmanship for a period of three (3) years from date of acceptance. In the event defects and failures become apparent during this period, the manufacturer must replace the defective brackets at no expense to the City. This warranty must be evidenced by a letter or certificate of warranty submitted to the City at the time final delivery is made.

MATERIAL

3. (a) The bracket must be one piece, ultra violet stabilized polycarbonate resin of the specified color, injection molded complete with integral top, bottom, and sides.
- (b) The polycarbonate formulation used must provide these physical properties (Tests may be performed on separately molded specimens).

<u>TEST</u>	<u>REQUIRED</u>	<u>METHOD</u>
Specific gravity	1.17 minimum	ASTM D 792
Vicat Softening temp	310-320° F	ASTM D 1525
Brittleness temp.	-200° F	ASTM D 746
Flammability	Self-extinguishing	ASTM D 635
Tensile strength, yield 8,500 PSI		ASTM D 638
Elongation at yield	5.5-8.5%	ASTM D 638
Shear strength, yield	5,500 PSI min.	ASTM D 732
Izod impact strength (notched, 1/8" thick)	12-16 ft-lb/in.	ASTM D 256
Fatigue strength (at 2.5 mm cycles)	950 PSI min.	ASTM D 671

- (c) Glass. The polycarbonate must be glass impregnated between 30% and 40% to increase strength.

POSITIONING DEVICE

4. The top and bottom opening of the bracket must have integral serrated bosses that will provide positive positioning of the signal head in five degree increments to eliminate undesirable rotation or misalignment of the signal head between sections. A total of 72 teeth must be provided in the serrated bosses to allow the signal head to be rotated 360 degrees about its axis. The teeth must be clean and sharp to provide positive positioning with the grooves of the signal head.

HARDWARE

5. The mounting brackets must be provided complete with one (1) polycarbonate shim, 1/4" thick, one (1) 1-1/2" chase nipple with rubber gasket, and one (1) pinnacle cap with rubber gasket.

DIMENSIONS

6. The bracket must have nominal dimensions of 12 inches long, by 6 inches high, by 3 inches wide, plus or minus 1/4 inch.

WIRING SPACE

7. The bracket must have an integral molded wireway with a minimum 1-1/2 inch diameter opening suitable for installation of multi-conductor cables.

DESIGN STRENGTH

8. The bracket must be designed to support a 12 inch, single face, five-section, polycarbonate signal head with a 100 mile-per-hour wind.

TESTING AND DOCUMENTATION REQUIREMENTS

9. (a) Documentation. The contractor must provide certified manufacturing and testing documentation to demonstrate that the brackets being supplied meet or exceed the specification requirements.
- (b) Inspection. The brackets will be subject to inspection at the discretion of the Commissioner. Final inspection must be made at point of delivery. Any bracket rejected must be removed and disposed of by the contractor at his sole cost.

PACKING

10. (a) Each bracket must be packed in a suitable carton so secured that the bracket will not be damaged during shipment, handling, or storage.
- (b) Marking. Each carton containing brackets must be clearly marked on the outside in letters not less than three-eighths inch (3/8") tall with the legend: "POLYCARBONATE SIGNAL BRACKET, SIDE OF POLE" the appropriate City Commodity Code Number, the name of the manufacturer, the date of manufacture, and the pertinent contract number.

**ELECTRICAL SPECIFICATION 1517
DIVISION OF ELECTRICAL OPERATIONS
DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO
REVISED AUGUST 18, 2006**

PEDESTRIAN PUSH BUTTON

SUBJECT

1. This specification states the requirements for a pedestrian push button assembly which will include the switch and housing. This will be used to generate a signal to a traffic controller which will, in turn, actuate a walk signal.

GENERAL

2. (a) Specifications. The push button assembly must conform in detail to the requirements herein stated, and to the latest requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The push button assembly must also meet the most recent requirements of the Americans with Disabilities Act (ADA).
- (b) Acceptance. Push button assemblies not conforming to this specification will not be accepted.
- (c) Drawings. The drawing mentioned herein is a drawing of the Department of Transportation. It is an integral part of this specification.
- (d) Bidders Drawings. Bidders must submit with their bids detailed scale drawings of the push button proposed to be used. The drawings must show every dimension necessary to indicate how parts will fit each other and be properly held in assembly.
- (e) Sample. One complete push button assembly of the manufacture intended to be furnished must be submitted within fifteen (15) business days upon request of the Chief Procurement Officer.
- (f) Warranty. The manufacturer must warrant the assembly against defects due to design, workmanship, and material, for a period of one year from the date of acceptance by the City. If any assembly fails to properly function within this period, the manufacturer will replace the assembly, free of charge to the city, including shipping. Failure will include, but not be limited to, loss of button function and paint failure.

DETAIL REQUIREMENTS

3. (a) Assembly. Each pedestrian push button assembly must consist of a one piece aluminum casting incorporating a heavy duty push button switch, sign plaque with cast, raised, printed legend and integral banding brackets.
- (b) Design and Size. Each unit must appear as that shown on Standard Drawing 834. Each unit must be a permanent mold casting fabricated of aluminum alloy 356-TS6. The casting must be approximately 13 1/4" long with the extreme upper and lower segments molded to accept 3/4" banding. It must also be possible to bolt the assembly to a mounting surface using two holes that are in the center of the integral banding brackets. Directly below the upper integral banding bracket must be an integral sign plaque approximately 5" wide by 8" long. Cast into this plaque must be a raised printed legend taking up the full space of the plaque. This legend must read APUSH BUTTON - WAIT FOR WALK SIGNAL@ in letters at least one inch high. Directly below the plaque must be a cast switch housing. The housing must be of sufficient depth to accommodate the push button switch. In the center of the push button housing must be a threaded hole. The hole must be tapped for 5/8-11 UNC course thread. The push button switch must be screwed in from the rear of the housing. Directly below the push button housing must be the lower integral banding bracket. The rear of the casting must be open to facilitate wiring, inspection, and access to the switch. The extreme upper and lower segments in the rear must be curved to fit a round 10" to 12.5" pole at the appropriate height. The push button itself must be approximately two inches in diameter. The force to activate the switch must be no greater than 3.5 pounds. The entire push button assembly must operate between -35° Fahrenheit to +165° Fahrenheit. The push button unit must be equivalent to Alinco Model PBA-1000-2B.
- (c) Push Button Switch. The contacts must be normally open and must be closed when the push-button is pressed, restoring immediately to a normal open position when released. The switch must be rated at 35 amps at 12 volts d.c. or 20 amps at 24 volts d.c.. The switch contacts must be composed of 90% silver and 10% cadmium oxide to minimize arcing and pitting on the contact surfaces. The body of the switch must be of brass or other non-rusting material and must be approximately one inch in diameter. The upper body of the switch around the actuator must have a 5/8" threaded collar to allow mounting to the housing. The contacts must be entirely enclosed and insulated from the push-button housing.
- (d) Finish. The exterior finish of the housing must be powder coated with gloss black enamel. The background of the sign plaque must be painted a white enamel with black letters per MUTCD standards.

PACKAGING

4. (a) General. The push button housing and switch must be shipped fully assembled and ready for installation. Each assembly must be individually wrapped and boxed so that the assembly is not damaged in shipment.
- (b) Labeling. Each box must be labeled in 3/8 inch high letters A PEDESTRIAN PUSH BUTTON@. The City Commodity Code, contract number, manufacturer, and date of manufacture must be clearly labeled on the box.

**ELECTRICAL SPECIFICATION 1533
DIVISION OF ELECTRICAL OPERATIONS
DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO
AUGUST 8, 2006**

NON-METALLIC CONDUIT

SCOPE

1. This specification states the requirements for both rigid and coilable non-metallic conduit. The conduit will be used for low voltage (600 volt rated cables) electrical street lighting and traffic control systems. It may also be used for fiber-optic communications cables. This conduit will be installed underground. Rigid non-metallic conduit may be installed on structure.

GENERAL

2. (a) Standards. The following standards are referenced herein.

ASTM – American Society for Testing and Materials
NEC – National Electrical Code
NEMA – National Electrical Manufacturer’s Association
UL – Underwriter’s Laboratories

- (b) Warranty. The manufacturer must warrant the conduit against defective workmanship and material for a period of one year from date of installation or date of delivery. Any conduit that is found to be defective must be replaced without cost to the City.
- (c) Sample. If requested by the Chief Procurement Officer, a sample of the conduit intended to be furnished under this specification, must be submitted to the Engineer of Electricity within fifteen (15) business days upon receipt of such request.

MATERIAL

2. (a) Rigid non-metallic conduit will be made of polyvinyl chloride (PVC). All conduit and fittings must comply with ASTM D 1784 and with the applicable sections of NEMA TC2, UL standard 651, and NEC Article 347. Fittings must meet the standards of NEMA TC3 and TC6, as well as UL 514.
- (b) Coilable non-metallic conduit will be made of high density polyethylene (HDPE). All conduit must comply with ASTM D3485 ,ASTM D 1248, and NEMA TC7.

SIZES

3. (a) PVC and HDPE will come in two wall thicknesses; schedule 40 and schedule 80.
- (b) PVC will come in ten foot sections. HDPE will come on reels.
- (c) Nominal inside diameters (in inches) for non-metallic conduits will include the following: $\frac{1}{2}$, $\frac{3}{4}$, 1, 1 $\frac{1}{4}$, 1 $\frac{1}{2}$, 2, 2 $\frac{1}{2}$, 3, 3 $\frac{1}{2}$, 4.

PACKING

4. Rigid conduit must be shipped in bundles. Coilable conduit must come on wooden reels. Both bundles and reels must be tagged to indicate the size and diameter of the conduit, the quantity in feet, the weight, and the manufacturer's name. The conduit itself must be marked to indicate the type and size, as well as the manufacturer.

PUNCHED SIGN POST – DRILL MOUNT

Description.

Work under the above pay items consists of furnishing sign posts of various lengths and installation either by dig method or drill method as shown in the Detailed Drawings. The posts installed using dig method shall be 11 feet and 8 inches in length and the posts installed using drill method shall be 10 feet and 8 inches in length. The cost of wedges, sleeves, post bases and all other required hardware to install posts is incidental to the cost of these items.

Sign posts:

Materials.

The material for the posts furnished must be hollow steel tubes, 2 - 3/8 inches outside diameter, conforming to ASTM A500 Grade B and coated for resistance to corrosion and outdoor weathering. Nominal wall thickness of the post must be 0.08". The sign post must be formed to the size and type specified in the Detailed Drawings. Holes must be drilled prior to coating to prevent indentations and dimples in the posts.

Finish.

The posts must be galvanized, straight and have a smooth, black, uniform powder coating finish as specified below. The interior of the sign posts must be coated with a minimum of an 81% zinc rich primer. The exterior of the posts must be galvanized with material conforming to AASHTO M 120 with a minimum weight of 1.00 ounce per square foot. The weight of the exterior galvanizing may be reduced to 0.65 ounces per square foot of High Grade material conforming to AASHTO M 120 if applied with a chromate conversion coating and a clear high performance organic polymer coating.

All galvanized exterior surfaces shall be coated with a urethane or triglycidyl isocyanurate (TGIC) polyester powder to a dry film thickness as specified below. Prior to application, the surface shall be mechanically etched by brush blasting (Ref. SSPC-SP7) and the zinc coated substrate preheated to 450 °F for a minimum one (1) hour. The coating shall be electrostatically applied and cured by elevating the zinc-coated substrate temperature to a minimum of 400 °F.

Powder coating of the posts and extensions must meet the following requirements:

Color: Vulcan Black
Cure: 10 minutes at 400 °F or 20 minutes at 350 °F
Gloss: Medium
Thickness: 2.5-3.5 mils

Pretreatment Process:

Cleaning.

All parts must be cleaned utilizing spray washers and an alkaline cleaner to remove any remaining grease, dirt, or other contaminants.

Rinsing.

All parts must be spray rinsed in a continuously overflowing rinse stage to remove any remaining cleaning solution.

Phosphating.

All parts must be spray phosphated with a heated phosphate solution to provide a transition coating between metal and powder.

Rinse: All parts must be spray rinsed in a continuously overflowing rinse stage to remove any remaining phosphate / sealant solution.

Powder Coating Process:

Drying.

All parts must be preheated to totally eliminate moisture and prevent offgassing of casting.

Powder Coating

A premium TGIC polyester powder must be Electrostatically applied to provide a uniform coating to a thickness of 1-3 mils (1 mil minimum). To achieve proper mil thickness, the powder must be applied with one application. The manufacturer must be responsible for ensuring proper adhesion to the metal surface.

Curing.

All parts must be heated to the exact time and temperature requirements, recommended by the powder coat material manufacturer, in precisely controlled gas ovens.

Sleeve and Locking Wedge

Post sleeve (pipe socket).

Material must be hollow steel tubes conforming to ASTM A500 Grade B or ASTM A501, and galvanized according to AASHTO M111, nominal wall thickness of 0.109", 2-5/8 inch inside diameter that allows for a minimum of 13-1/4 " of sign post to nest inside the sleeve. The overall length of post sleeve must be 27". The drawing detail as shown in the plans shall govern.

Locking wedge.

Material shall be 11 gauge steel tube conforming to ASTM A500 Grade B or ASTM A501 and galvanized according to AASHTO M111. The locking wedge shall be contoured to fit between the steel post and the 27-inch sleeve. The drawing detail as shown in the plans shall govern.

Sign Post Base

The sign post base furnished under this contract includes a carriage bolt, tamper resistant nuts, and anchor bolts with nuts. The finished casting must be free from burrs, cracks, voids, or other defects.

Support base.

Twelve-inch diameter, aluminum -zinc alloy casting per ASTM A197. The casting must have the words "City of Chicago" cast in relief as shown in the drawings provided in the plans.

Bolt washers and nut.

Stainless steel as specified in Article 1006.31a of the Standard Specifications. Include a 1/2" x 4-1/2" carriage bolt with two 1" flat washers and a 1/2"-13 full height hex nylon locknut.

Anchor Bolt

Galvanized steel expansion anchors conforming to Article 1006.09 of the Standard Specifications. The bolt shall be a 1/2" x 3-3/4" wedge anchor. Furnish three (3) per each sign base provided.

Finish.

Powder coat to minimum 1 mil thickness with satin black polyester finish.

Submittals

Shop Drawings.

Fabrication shop drawings showing the layout, color, and proposed materials for posts, bases, and hardware must be submitted for approval prior to start of fabrication.

Posts

Mill certification, samples of each size of finished post and extension.

Locking wedge and sleeve.

Samples of each item.

Cast aluminum base.
Mill Certifications.

Powder coating.
Test Data; Sample; Manufacturer's Certification that material complies with the required specifications.

Galvanizing.
Manufacturer's Certification for compliance with these specifications. Stainless steel bolts and nuts, anchor bolts: Sample, product data sheet.

Installation.
All installation shall be performed in accordance with Article 720.04 of the Standard Specifications and as per the details provided in the plans.

Dig Method
To install a sign post by dig method, the Contractor will first drive a base sleeve to a level with the top of the sleeve near flush to the ground. The sign post will then be inserted into the sleeve and raised to a level with the bottom of the post 10 to 12 inches below the ground. The sign post will then be locked in place by driving a locking wedge between the sign post and the base sleeve. Note: Pipe sleeve and wedge shall not be bolted together. The holes at the top of the sign post will be properly aligned such that the sign to be installed will properly face the flow of traffic.

Drill Method
The base will be secured to the concrete surface by steel expansion anchors and must be leveled by using stainless steel washers as shims at the anchor bolt locations and under the base castings. The sign post will be installed into the cast iron base and locked in place with a carriage bolt with two flat washers and a nylon lock nut as shown in the plans. The holes at the top of the sign post must be aligned such that the sign to be installed will properly face the flow of traffic.
Sign posts will be installed 18" from back of curb unless otherwise specified. Posts for transportation stops, e.g. bus, taxi, tour bus, or tour boat stops, must be installed 24" from the back of the curb unless otherwise noted.

Material Acceptance.
The contractor must provide a Manufacturer's written certification that the material complies with these specifications.

Method of Measurement
Posts must be measured on the basis of each post furnished and installed under the specified method.

Basis of Payment
This work will be paid for at the contract unit price each for PUNCHED SIGN POST – DIG MOUNT and PUNCHED SIGN POST – DRILL MOUNT.

The cost of posts, all sleeves, locking wedges, bases and all other required hardware to complete the installation of posts will be incidental to unit prices of the items.

**REMOVE AND DISPOSE SIGN PANEL
REMOVE AND DISPOSE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT
REMOVE AND DISPOSE POST ASSEMBLY – DRILL MOUNT**

Description.

Work under these items will consist of removing existing Sign Panels from light posts and traffic signal posts, and removal of existing Sign Panel and / or Post Assemblies which consist of posts in ground, base mounted posts, embedded posts in concrete, the mounted sign panels, sleeves, wedges, bases and other associated hardware. All debris resulting from this operation shall be removed from the right-of-way. All removal work shall be performed in accordance with Section 724 of Standard Specifications.

The removed sign panels and post assemblies, and other associated hardware shall become the property of the Contractor and shall be disposed of according to the contract.

In the case of removal of a post installed in a parkway (dig mount) that is not going to be replaced with a new post at the same location, the Contractor will fill and compact the hole with approved fill materials at no additional cost to the City.

In the case of removal of base mounted posts installed in sidewalk (drill mount), the extruding bolts will be sawed flush to the sidewalk surface immediately. The cost of sawing the bolts is incidental to the cost of REMOVE AND DISPOSE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT and REMOVE AND DISPOSE POST ASSEMBLY – DRILL MOUNT. Failure to remove the extruding bolts immediately after the removal of base will result in the charging of traffic control liquidated damages as specified under WORK ZONE TRAFFIC CONTROL AND PROTECTION.

In the case of removal of posts embedded in sidewalk, the post shall be sawed flush to the sidewalk surface and grouted with approved materials to close the open pipe. The cost of installing grout is incidental to the cost of REMOVE AND DISPOSE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT and REMOVE AND DISPOSE POST ASSEMBLY – DRILL MOUNT.

Method of Measurement.

REMOVE AND DISPOSE SIGN PANEL and REMOVE AND DISPOSE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT, and REMOVE AND DISPOSE POST ASSEMBLY – DRILL MOUNT shall be measured for payment on the basis of each item removed and disposed.

Basis of Payment.

This work will be paid for at the contract unit price for each for REMOVE AND DISPOSE SIGN PANEL, REMOVE AND DISPOSE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT, and REMOVE AND DISPOSE POST ASSEMBLY – DRILL MOUNT.

**REMOVE AND SALVAGE SIGN PANEL
REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT
REMOVE AND SALVAGE POST ASSEMBLY – DRILL MOUNT**

Description.

Work under these items will consist of removing existing Sign Panels from light posts and traffic signal posts, and removal of existing Post Assemblies with and without Sign Panels which consist of posts in ground, base mounted posts, embedded posts in concrete, the mounted sign panels, sleeves, wedges, bases and other associated hardware. The contractor will deliver all salvaged Sign Panels and Sign Panel and Post Assemblies to the Division of Signs and Markings, 3458 S. Lawndale Ave., Chicago, Illinois 60623. The Contractor must contact the Division of Signs and Markings at least 24 hours in advance to arrange delivery of salvaged Sign Panels and Sign Panel and Post Assemblies. The Contractor is responsible for any damage to the signs, sign post or sign base. The Contractor will obtain a receipt for all the delivered Sign Panels and Sign Panel and Post Assemblies from the Superintendent of the Division of Signs and Markings and submit the same to the Resident Engineer within 24 hours of delivery. All debris resulting from this operation shall be removed from the right-of-way. All removal work shall be performed in accordance with Section 724 of Standard Specifications.

In the case of removal of base mounted posts installed in sidewalk (drill mount), the extruding bolts will be sawed flush to the sidewalk surface immediately. The cost of sawing the bolts is incidental to the cost of REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT and REMOVE AND SALVAGE POST ASSEMBLY – DRILL MOUNT. Failure to remove the extruding bolts immediately after the removal of base will result in the charging of traffic control liquidated damages as specified under WORK ZONE TRAFFIC CONTROL AND PROTECTION.

In the case of removal of posts embedded in sidewalk, the post shall be sawed flush to the sidewalk surface and grouted with approved materials to close the open pipe. The cost of installing grout is incidental to the cost of REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT and REMOVE AND SALVAGE POST ASSEMBLY – DRILL MOUNT.

Method of Measurement.

REMOVE AND SALVAGE SIGN PANEL and REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT, and REMOVE AND SALVAGE POST ASSEMBLY – DRILL MOUNT shall be measured for payment on the basis of each item removed and disposed.

Basis of Payment.

This work will be paid for at the contract unit price for each:

REMOVE AND SALVAGE SIGN PANEL

REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY – DRILL MOUNT

REMOVE AND SALVAGE POST ASSEMBLY – DRILL MOUNT

**SIGN PANEL – TYPE 1 – RETROREFLECTIVE – TYPE A – DOUBLE SIDED
SIGN PANEL – TYPE 1 – RETROREFLECTIVE – TYPE A – SINGLE SIDED**

Description.

This work shall consist of furnishing and fabricating sign panels of the types specified on the plans or as directed by the Commissioner, complete with reflectorized sign faces, legends and supplemental panels, and installing them on previously erected sign support(s), sign structures, traffic signal standard, traffic signal mast arm, light standard, column or pier. Work under this item shall be performed in accordance with Section 720 of the Standard Specifications, the MUTCD, and the Field Manual, except as herein modified. "City of Chicago XX" shall be included at the bottom center or top right corner of all signs, where XX represents the last two digits of the year the sign was manufactured.

Submittals.

Shop Drawings.

Fabrication shop drawings showing sign layout, color and graphics must be submitted for approval prior to the start of fabrication. Additionally, one sign of each type (i.e. one R3-17, one R7-1-1, etc.) shall be submitted to the Commissioner at the Division of Project Development for approval prior to the start of construction.

Basis of Payment.

Work under this item shall be paid at the contract unit price per square foot for SIGN PANEL - TYPE 1 - RETROREFLECTIVE - TYPE A – DOUBLE SIDED and SIGN PANEL - TYPE 1 - RETROREFLECTIVE - TYPE A – SINGLE SIDED. The cost of relocating existing signs within a given assembly in order to properly install the items shall be incidental to the unit prices of the items.

**REMOVE AND RELOCATE SIGN PANEL
REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY**

Description.

Work under this item shall be performed according to Section 724 of the IDOT Standard Specifications for Road and Bridge Construction and the current City of Chicago Department of Transportation Manual for Sign Installation, except as herein modified.

This work shall consist of removing, storing in a safe location, and relocating sign panel with and without pole assemblies to a new location as shown on the plans and/or work order or as directed by the Commissioner.

General Requirements.

Existing sign panel with and without pole assemblies which must be removed and relocated where directed consist of sign panels, poles in ground, base mounted poles, poles that are embedded in concrete, the mounted sign panels, sleeves, wedges, bases and other associated hardware. The Contractor must remove the sign panels and hardware from the locations indicated in such a manner that the materials are not damaged by the Contractor's work.

In the case of removal of a pole installed in a parkway, the Contractor must fill and compact the hole with an approved fill material such as FA2 at no additional cost to the City. In the case of removal of base mounted poles installed in sidewalk, the extruding bolts will be sawed flush to the sidewalk surface immediately, regardless of whether the sidewalk is planned for later reconstruction. The cost of sawing the bolts shall be included in the bid unit price of REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY.

Method of Measurement.

This work will be measured for payment per each.

Basis of Payment.

This work will be paid at the contract unit price per each for REMOVE AND RELOCATE SIGN PANEL and REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY.

IN-STREET SIGNAGE

Description.

Work under this item shall be performed according to Section 720 of the IDOT Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices (MUTCD), and the current City of Chicago Department of Transportation Manual for Sign Installation, except as herein modified.

This work shall consist of furnishing and installing In-Street Pedestrian Crossing Signs and In-Street Yield To Bike Signs on a fixed base at the locations shown on the plans and/or work order or as directed by the Commissioner.

General Requirements.

Signs must be fabricated and installed in accordance with the latest version of the Manual for Sign Installation issued by the Chicago Department of Transportation.

Reflective sign sheeting must conform to Type A material requirements as specified in Section 1091 of the Standard Specifications, if not specified otherwise in the Manual for Sign Installation. Signs must be double paneled and 12" wide. Total unit height, including base, to be no taller than 48".

This item shall be an R1-6a sign meeting criteria as specified in the 2009 MUTCD. Sign Sheeting must be diamond grade or equivalent. Sign units must contain a fixed base. The base of the sign must be capable of permanently attaching to concrete or asphalt pavement and must contain an anti-twist, reactive spring assembly capable of returning the unit to its original position after impact. The contractor shall affix the base to pavement with 2.5" anchor bolts. All units shall be completely removable with standard power tools. In Street Signs shall be made of materials resistant to extreme temperature changes in the range of -20F to 160F, ultraviolet light, ozone, hydrocarbons, stiffening with age and rebounds to a vertical position if struck by a standard vehicle. Units shall meet NCHRP 350 crashworthy requirements.

The In-Street Pedestrian Crossing Sign shall have a black legend (except for the red STOP sign symbol) and border on a white background, surrounded by fluorescent yellow-green background area. Design of the legend is illustrated below.



The In-Street Turning Vehicles Yield to Bikes Sign shall have a black legend (except for the red YIELD sign symbol) and border on a white background, surrounded by fluorescent yellow background area. Design of the legend is illustrated below.

Method of Measurement.

In Street Signage will be measured for payment on a per each basis, for each entire installed sign assembly.

Basis of Payment.

This work will be paid at the contract unit price per each for IN-STREET SIGNAGE, which must include all labor, material, equipment and hardware required for installation.

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T₁ or T₂), according to ASTM C 920.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2015

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **12.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

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

"EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

PAVEMENT STRIPING - SYMBOLS (BDE)

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

“SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
International Symbol of Accessibility	3.1 (0.29)	--
Bike Symbol	4.7 (0.44)	--
Shared Lane Symbol	8.0 (0.74)	--“

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.”

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

“508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum “Quality Control / Quality Assurance Program for Precast Concrete Products”, and for precast prestressed concrete products as indicated in the Department’s current “Manual for Fabrication of Precast Prestressed Concrete Products”. Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage.”

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

“Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer.”

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

“Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed.”

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

“In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns).”

Revise Article 1042.03(d) of the Standard Specifications to read:

“(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within $\pm 1/4$ in. (± 6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site.”

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 35 working days.

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

Effective: April 2, 2004

Revised: April 1, 2009

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

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

Signature: _____ **Date:** _____

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 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 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.