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 or Not for 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-bulletins/transportation-bulletin 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.DE-Contracts@illinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING PAPER 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, <u>do</u> 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) – 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 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 – Do Not Submit with Bid The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

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.

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)	
Contracts, Bids, Letting process or Internet downloads	217-782-7806
Estimates Unit.	
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

Proposal Submitted By



Name

Address

City

Letting June 16, 2017

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. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes District MT 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.

Plans Included Herein

Prepared by

S

Checked by Printed by authority of the State of Illinois) Page intentionally left blank



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. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes District MT Construction Funds

Repairing or replacing damaged sign components, furnishing and installing new sign and supports, replacing damaged overhead sign structure components and end supports, and trouble shooting changeable message signs at various locations on a work order basis.

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.

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. EXECUTION OF CONTRACT AND CONTRACT BOND. The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

Item	
Section No.	
County _	
	Section No.

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

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		Combination	Combination Bid					
No.	Sections Included in Combination	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)

State Job # - C-60-004-17

Project Number

Route VARIOUS

County Name -VARIOUS- -Code -0 - -District -6 - -

Section Number - STWDE FRWY SIGN MAINT 2017-04

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0301032	SIGN FRAME S-325 DBL	FOOT	5.000				
X0301033	SIGN FRAME S-325 SING	FOOT	5.000				
X0301036	BASE PLATE S-325	EACH	5.000				
X0301037	BASE PLATE S-218	EACH	5.000				
X0326718	INSTAL REST AREA SIGN	EACH	5.000				
X0327303	REM EX SIGN LT UNT NS	EACH	25.000				
X5210005	TIGHTEN SUP ANCH BOLT	EACH	10.000				
X7200050	TEMP SIGN SUP REP	EACH	10.000				
X7200060	F & E GRAFFI RES S PL	SQ FT	120.000				
X7200065	SIGN PANEL BACKPLATE	SQ FT	2.000				
X7200070	REPAIR SIGN PANEL	EACH	110.000				
X7200075		SQ FT	5,000.000				
X7200080	RE-ERECT SIGN PANEL	SQ FT	15,000.000				
X7200085		EACH	10.000				
	F & E SIGN PAN - LOGO	SQ FT	7,500.000				

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C-60-004-17 State Job # -

Project Number

Route VARIOUS

County Name -VARIOUS- -Code -0 - -6 - -

District -

Section Number -**STWDE FRWY SIGN MAINT 2017-04**

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7240205	REMOV SIGN COMPLETE	EACH	75.000				
X7270005	RE-E STR ST SN SUP BA	EACH	70.000				
X7270006	BREAK SLIP B CON BOLT	EACH	10.000				
X7270010	STR STL SN SUP-COUP T	POUND	1,500.000				
X7270015	FUR BRKWAY COUP SET	EACH	10.000				
X7270020	FUR HINGE PLATE SET	EACH	30.000				
X7270025	REM EX SIGN SUPPORT	EACH	35.000				
X7301034	SIGN POST S-325	FOOT	5.000				
X7301035	SIGN POST S-218	FOOT	5.000				
X7330072	OVHD SIN STR-END SUP	EACH	2.000				
X7330076	BR MOUNT SIGN SUPPORT	EACH	4.000				
X7330078	REPL WLKWY SUP BRCKT	EACH	2.000				
X7330082	MTNG BRCKT TY B	EACH	5.000				
X7330084	MTNG BRCKT TYB REPAIR	EACH	2.000				
X7330090	METAL SCREEN	EACH	5.000				

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State Job # - C-60-004-17

Project Number

Route VARIOUS

County Name - VARIOUS- -Code - 0 - -

District - 6 - -

Section Number - STWDE FRWY SIGN MAINT 2017-04

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7330093		EACH	1.000				
X7330094	INTERNAL TRUSS DAMPER	EACH	1.000				
X7330102	REPL OVHD SIN WALKWAY	FOOT	25.000				
X7330210	OSS T1 TRUSS ONLY	FOOT	15.000				
X7330220	OSS T2 TRUSS ONLY	FOOT	15.000				
X7330230	OSS T3 TRUSS ONLY	FOOT	15.000				
X7350005	SIGN SUPPORT REPAIR	EACH	150.000				
X7350010	SIGN SUPPORT BRACKET	EACH	75.000				
X7360300	REM OH SIN STR-WLKWAY	FOOT	500.000				
Z0012754	STR REP CON DP = < 5	SQ FT	50.000				
Z0012755	STR REP CON DP OVER 5	SQ FT	50.000				
Z0030902	TIGHTEN FUSE & BSE PL	EACH	30.000				
Z0030905	INS SER SN OR MILE PL	EACH	30.000				
Z0030907	REM SER OR MILE PLATE	EACH	25.000				
Z0030910	TRANSFER SERVICE SIGN	EACH	200.000				

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State Job # - C-60-004-17

Project Number

Route

VARIOUS

County Name -VARIOUS- -Code -0 - -District -6 - -

Section Number - STWDE FRWY SIGN MAINT 2017-04

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0051398	REM EX SIGN POST	EACH	75.000				
Z0052395	TIGHTEN U-BOLT	EACH	10.000				
Z0077598	DRILL WEEP HOLE	EACH	5.000				
Z0077802	TEMP WOOD POST	EACH	2.000				
67100100	MOBILIZATION	L SUM	1.000				
70200100	NIGHT WORK ZONE LIGHT	L SUM	1.000				
72000100	SIGN PANEL T1	SQ FT	200.000				
72000200	SIGN PANEL T2	SQ FT	200.000				
72000300	SIGN PANEL T3	SQ FT	40,000.000				
72100100	SIGN PANEL OVERLAY	SQ FT	200.000				
72300100	INSTALL EX SIGN PANEL	SQ FT	1,500.000				
72400100	REMOV SIN PAN ASSY TA	EACH	5.000				
72400200	REMOV SIN PAN ASSY TB	EACH	5.000				
72400310	REMOV SIGN PANEL T1	SQ FT	200.000				
72400320	REMOV SIGN PANEL T2	SQ FT	300.000				

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State Job # - C-60-004-17

Project Number

Route VARIOUS

County Name - VARIOUS- -Code - 0 - -

District - 6 - -

Section Number - STWDE FRWY SIGN MAINT 2017-04

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
72400330	REMOV SIGN PANEL T3	SQ FT	60,000.000				
72400500	RELOC SIN PAN ASSY TA	EACH	25.000				
72400600	RELOC SIN PAN ASSY TB	EACH	25.000				
72400710	RELOC SIGN PANEL T1	SQ FT	25.000				
72400720	RELOC SIGN PANEL T2	SQ FT	25.000				
72400730	RELOC SIGN PANEL T3	SQ FT	1,000.000				
72700100	STR STL SIN SUP BA	POUND	80,000.000				
73000100	WOOD SIN SUPPORT	FOOT	4.000				
73300100	OVHD SIN STR-SPAN T1A	FOOT	15.000				
73300200	OVHD SIN STR-SPAN T2A	FOOT	15.000				
73300300	OVHD SIN STR-SPAN T3A	FOOT	10.000				
73301810	OSS WALKWAY TY A	FOOT	5.000				
73304000	OVHD SIN STR BR MT	FOOT	5.000				
73400100	CONC FOUNDATION	CU YD	100.000				
73400200	DRILL SHAFT CONC FDN	CU YD	2.000				

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State Job # - C-60-004-17

Project Number

Route VARIOUS

County Name - VARIOUS- -Code - 0 - -District - 6 - -

Section Number - STWDE FRWY SIGN MAINT 2017-04

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
73600100	REMOV OH SIN STR-SPAN	EACH	1.000				
73600200	REMOV OH SIN STR-CANT	EACH	1.000				
73602000	REM OVHD SN STR-BR MT	EACH	3.000				
73700100	REM GR MT SIN SUPPORT	EACH	75.000				
73700200	REM CONC FDN-GR MT	EACH	75.000				
73700300	REM CONC FDN-OVHD	EACH	2.000				

Page 6 06/02/2017 CONTRACT NUMBER

THIS IS THE TOTAL BID \$

46411

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.

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.

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. <u>Reporting Anticompetitive Practices</u>

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.

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.

C. Debt Delinguency

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 subcontract 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.

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.

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 making any political contributions to any political contributions to any political contributions to 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.

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. <u>Disclosure Forms</u>. 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 <u>NOT APPLICABLE STATEMENT</u> 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 <u>NO</u>
- 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 <u>per individual per bid</u> 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.

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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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. <u>See Disclosure Form Instructions</u>.

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)

	. (type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	9:	
stock	ership/distributable income share sole proprietorship of ownership/distributable income s	Partnership	other: (explain on separate sheet):

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.

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 <u>No</u>

- 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 <u>No</u>

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 <u>No</u>
- 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 71/2% 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 <u>No</u>

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

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

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):

4. Suspension or 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: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):

Nature of disclosure:

APPLICABLE STATEMENT

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

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.						
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.						
	Signature of Authorized Representative	Date				

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

-	Signature of Authorized Representative	Date

OWNERSHIP CERTIFICATION

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

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

Ο Υ	es	🗌 I	No 🗌	N/A	(Form	А	disclosure(s)	established	100%	ownership
-----	----	-----	------	-----	-------	---	-------------	----	-------------	------	-----------

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Human Rights Act (775 ILCS 5/et seq), and applicable administrative rules apply:

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.



Contract No. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes **District MT Construction Funds**

PART I. IDENTIFICATION

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

Name of Bidder:

PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract										CURRENT EMPLOYEES TO BE ASSIGNED								
		MINORITY EMPLOYEES							TRAINEES			TO CONTRACT						
JOB CATEGORIES		TAL OYEES	BL	ACK	HISP	ANIC		HER IOR.	APPF TIC	REN- ES		HE JOB INEES			OTAL OYEES		MINC EMPLC	
	М	F	М	F	Μ	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
TABLE C								Γ					IENT US					
	OTAL Tra		ojectio	n for C	ontract							FUR		FADIN	ILINI US			
EMPLOYEES		TAL						THER										
IN		DYEES		ACK		ANIC		NOR.	_									
TRAINING APPRENTICES	M	F	M	F	M	F	M	F										
ON THE JOB TRAINEES																		

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

RETURN WITH BID Contract No. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes **District MT 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.

_____ new hires would be

_____ 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.

__ persons will The undersigned bidder estimates that (number) 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 _____

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: _____

Telephone Number _____

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

- Include both the number of employees that would be hired to perform the contract work and the total number currently employed Table A -(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.
- Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B currently employed.

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

BC-1256 (Rev. 12/11/07)

RETURN WITH BID Contract No. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes District MT 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.

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
-		
	Ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	Attest	
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE		Signature
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an a'	dditional signature sheet.

Return with Bid



Office of Program Development Annual Proposal Bid Bond

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 WHEREC caused this instrument to day of	DF, the said PRINCIPAL has be signed by its officer A.D., .	In TESTIMONY WHEREOF, the instrument to be signed by its o day of	e said SURETY has caused this fficer A.D., .			
00, 0.		000 000				
(Cor	mpany Name)	(Compa	any Name)			
Ву		Ву				
(S	ignature and Title)	(Signature	of Attorney-in-Fact)			
Notary for PRINCIPAL		Notary for SURETY				
STATE OF		STATE OF				
Signed and attested before	re me on (date)	Signed and attested before me on (date)				
by		by				
(Name	of Notary Public)	(Name of N	Notary Public)			
(Seal)	(Signature of Notary Public)	(Seal)	(Signature of Notary Public)			
	(Date Commission Expires)		(Date Commission Expires)			

BDE 356A (Rev. 06/16/16)

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.



Return with Bid Office of Program Development

J	
Proposal Bio	Bond

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 WHERE caused this instrument to	OF, the said PRINCIPAL has be signed by its officer	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer				
day of	A.D.,	day of	A.D.,			
(Cc	ompany Name)	(Company Name)				
Ву		Ву				
(5	Signature and Title)	(Signat	ture of Attorney-in-Fact)			
Notary for PRINCIPAL		Notary for SURETY				
STATE OF		STATE OF				
COUNTY OF		COUNTY OF				
Signed and attested before by	ore me on (date)	Signed and attested before me on (date) by				
(Name	e of Notary Public)	(Name of Notary Public)				
(Seal)		(Seal)				
、	(Signature of Notary Public)	· · · ·	(Signature of Notary Public)			
	(Date Commission Expires)		(Date Commission Expires)			
	above section of the Proposal Bid Bor ensuring the identified electronic bic		an Electronic Bid Bond. By signing the d the Principal and Surety are firmly			

proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal a bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID #

Signature and Title



(1) Policy

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation _____ percent

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

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

Disadvantaged Business Participation percent

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

Company		The "as read" Low Bidder is required to comply with the Special Provision.		
Ву		Submit only one utilization plan for each project. The utilization plan sha submitted in accordance with the special provision.	Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.	
Title		Bureau of Small Business Enterprises 2300 South Dirksen ParkwayLocal Let Projects Submit forms to the Local AgencySpringfield, Illinois 62764Local Agency		

Date

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.

R	Illir	nois De	partment
	of	Transp	ortation
		nansp	

DBE Participation Statement

Subcontractor	Registration	Number
---------------	--------------	--------

Participation Statement

(1) Instructions

Letting

Contract No.

Item No.

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicat	e: J/V	Manufacturer	Supplier (60%)	Subcont	tractor	Trucking
Pay Item No.	Descr	iption (Anticipated items	for trucking)*	Quantity	Unit Price	Total
					Total	

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

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

(4) Commitment

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

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

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

Signature for Contractor1 st Tier2 nd Tier	Signature for DBE Firm1 st Tier2 nd Tier
Date	Date
Contact Person	Contact Person
Title	Title
Firm Name	Firm Name
Address	Address
City/State/Zip	City/State/Zip
Phone	Phone
Email Address	Email Address
	E
The Department of Transportation is requesting disclosure of information that is people and the	molish the statutery purpess as sufficed under the state and WC

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.

Submitted By:

lame:	
ddress:	
hone 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. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes District MT Construction Funds



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 <u>State Required Ethical Standards Governing Subcontractors</u>.

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.

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

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. <u>Disclosure Forms</u>. 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.

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 <u>NOT APPLICABLE STATEMENT</u> 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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

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 <u>NOT APPLICABLE</u> <u>STATEMENT</u> on Form A <u>does not</u> allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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.

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 <u>No</u>

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 <u>No</u>

(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 <u>No</u>

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

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

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):

4. Suspension or 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: suspension or 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 penalty of perjury, I certify the contents of this disclosure to be true and acc knowledge.	
Completed by:	
Signature of Individual or Authorized Officer	Date
NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have determined that no individuals associated w the criteria that would require the completion of this Form A.	ith this organization meet
This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR list	ed on the previous page.
Signature of Authorized Officer	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information 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). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature 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



- TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m.June 16, 2017 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. 46411 Various Counties Section STWDE FRWY SIGN MAINT 2017-04 Various Routes District MT Construction Funds

Repairing or replacing damaged sign components, furnishing and installing new sign and supports, replacing damaged overhead sign structure components and end supports, and trouble shooting changeable message signs at various locations on a work order basis.

- **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, Secretary

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FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-17)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of Various Routes, Section STWDE FRWY SIGN MAINT 2017-04, Various Counties, Contract No. 46411 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

The work to be done under this contract will be primarily on freeways, interstates and major arterials throughout the State, although work may be required to be done on other State-maintained highways at various locations.

COMPLETION DATE

All work on this contract shall be completed on or before December 30, 2020. Should the Contractor fail to complete all work by December 30, 2020, the Contractor shall be liable in accordance with Article 108.09 with of the Standard Specifications.

DESCRIPTION OF IMPROVEMENTS

The work shall consist of repairing or replacing damaged sign components, furnishing, or furnishing and installing new signs and supports or replacing damaged overhead sign structure components, end supports at locations described in a work order.

WORK ORDERS

No work of any kind is to be performed by the Contractor, unless a work order authorizing work has been issued by the Traffic Operations Engineer. A work order will show the date of issue, job number, location, code number(s), pay item(s), quantity of such pay item, and total cost. Only the amount of replacement or repairs shown on the work order is to be done by the Contractor. If at the time repairs are being made, it appears that additional work is needed, a revised work order must be obtained. The Contractor will be responsible for all final field measurements prior to fabrication on all work orders. The Contractor shall notify the District Contact at least 72 hours before beginning any work in the field and shall obtain permission to begin such work.

It shall be the Contractor's responsibility to verify all dimensions and conditions existing in the field prior to construction and ordering materials.

Some work orders may require that the Contractor complete the work outlined in the work order during a districts night-time hours.

Any damaged signs, supports, structures or structure components being replaced shall become the property of the contractor and this shall be reflected in the unit price of pay items.

Except as noted below, the Contractor shall complete all the work required on a work order within **75 days** after the date of issue of the work order or its revision unless otherwise extended in the work order or agreed in writing between the Contractor and the Engineer.

Unless otherwise extended on an individual work order the erection of existing sign panels shall be accomplished within **30 days**. Where sign panels are to be installed on new steel posts or a combination of new and existing steel posts, or on an overhead sign truss, where truss repairs are involved and the Contractor cannot meet the 30-day deadline, the Contractor will be allowed to install the sign on temporary wood posts within the same 30-day period. The Contractor shall then have 45 additional days in which to fabricate and install the new steel posts, any required foundations, effect any truss repairs and re-erect the sign panel on the new posts or on the repaired truss.

The repair or re-erection of a sign post(s), where no new post(s) is involved, and the erection of an existing sign panel on the post(s) shall also be accomplished within **30 days**, installation of the panel on temporary supports will not be allowed.

FAILURE TO COMPLETE A WORK ORDER ON TIME

Should the Contractor fail to complete a work order on time, or such extended time as may have been allowed by the Department, a monetary deduction equal to \$75.00 per day per work order will be applied to monies due or that may become due the Contractor.

QUANTITIES

The quantities specified in this contract indicate the estimated amount of work required in a oneyear period. This is merely an estimate to allow Contractors to establish unit prices and permit the Department to determine the low bidder. It shall be understood that the unit prices of this contract shall prevail throughout the period of this contract regardless of the quantity.

REIMBURSEMENT FROM THIRD PARTY FOR REPAIRS OR DAMAGES

The Department reserves the right to make recovery from Third Party or Parties for damage to any part of the existing installations and no part of such recovery or recoveries shall inure to the benefit of the Contractor. To enable the Department to assess damages against said Third Party or Parties, the Contractor shall, upon request, furnish the Engineer an itemized statement of the cost of any repairs to Third Party damage, separating the cost of labor, materials, and equipment.

LOCATING UNDERGROUND CABLE

At those locations, where concrete foundations are to be installed, the Contractor shall notify the District Contact at least 72 hours before beginning any work in the field. The Contractor shall request that the Department locate and mark all underground electric cable owned and maintained by the Department which may be in conflict with the construction operations. In the event the Contractor fails to notify the District Contact and cable is damaged, the Contractor shall replace the entire length of cable or conductors in conduit, in a manner satisfactory to the District Contact, at his/her own expense. Splicing below grade will not be permitted.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE

The Contractor shall be held responsible for damages resulting from the operations of his equipment or employees and of any damage to a sign or sign structure prior to final inspection by the District Contact. The Contractor shall, at his own expense, restore any damaged property to a condition equal to that existing before damage was done, by repairing, rebuilding, or replacing it as directed by the Engineer.

FINAL CLEANING UP

The final cleaning up shall conform to the requirements set forth in Article 104.06. Each time the Contractor accomplishes work at any location, he will be required to clean up the work area before payment for that work will be submitted.

All costs due to compliance with this Special Provision will be included with the contract and no additional compensation will be allowed.

TRAFFIC CONTROL AND PROTECTION

The Contractor shall arrange his work in such a manner so as to keep interruptions to traffic flow at a minimum.

Traffic control and protection shall conform to Article 107.09 and Section 701 and to the following standards as required by the Engineer.

Standards 701006, 701101, 701106, 701201, 701301, 701400, 701401, 701406, 701411, 701428, 701446, 701451, 701456, 701901

Additional traffic control and hour restrictions for closures may have to be imposed to facilitate the flow of traffic on certain sections of highways for some work orders this will also include TC-09 which you will find in the plan sheets.

Conformance to the traffic control and protection standards will not be paid for as a separate item, but will be considered included with the various contract items and no additional compensation will be allowed. This will also include traffic control and protection on interstates, freeways, expressways, and all major arterials.

FURNISH AND ERECT GRAFFITI RESISTANT SIGN PANEL

This work shall consist of furnishing and erecting an extruded graffiti resistant sign panel complete with reflectorized sign face, legend, and supplemental panels or plates, on existing sign support(s) or overhead sign structure at the location(s) specified in the work order. The type, size, and content of legend requirements will be as specified below or in the work order.

The aluminum extrusions and the installation shall be in according to the requirements of Section 1090 of the Standard Specification, as shown on the plans and/or as directed by the Engineer.

All Type III reflectorized guide signs, supplemental signs, including route shields and supplemental panels shall be fabricated using faces and legend of Type ZZ retroreflective sheeting. This shall include mainline, ramp, crossroad interchange approach directional signing, and route markers. All signs shall be fabricated such that the copy or text and background material is applied in the preferred orientation for the maximum retroreflectivity per the manufacturer's recommendation. Background sheeting and legend shall be provided by the same manufacturer.

This work shall consist of furnishing and erecting an extruded sign panel complete with reflectorized sign face and legend, and supplemental panels which shall be covered with graffiti resistant sheeting provided by the same manufacturer of the sheeting and legend.

This graffiti protection overlay shall assure similar day-night appearance and not reduce retroreflectivity as required by the sheeting called for in the contract, which shall be substantiated by supporting test results. All graffiti resistant films, when applied to the various types of reflective sheeting, must meet the same durability requirements as specified for that type of reflective sheeting. This work will be measured for payment in square feet from edge-to-edge (horizontally and vertically).

The Contractor shall package all signs so as to prevent damage during shipment.

This work will be paid, for at the contract unit price per square foot, for FURNISH AND ERECT GRAFFITI RESISTANT SIGN PANEL. This price shall include, furnishing all materials, fabricating the sign panel (including sign face and sign legend), furnishing all mounting hardware (including any 4WF1.79 sign brackets required for overhead sign structure mounting) and installing the sign panel on previously erected sign supports or sign structure and removing any existing sign panel(s) as required for the proper installation of the new panel(s). Removal of any existing sign panel(s) will be paid for in accordance with REMOVE SIGN PANEL TYPE *1, 2 or 3.*

LOGO SIGNING

This work shall consist of installing LOGO service signing along the Interstate. Typical layouts and sign designs are shown in the plans. Specific details and locations will be described in the work order(s).

No mounting on bridges or overhead sign structures will be required for this pay item. The supplemental business LOGO panels and mileage plates will be furnished by others and made available to the Contractor at the appropriate District Sign Shop or at a location agreed upon by the Contractor and Engineer. The supplemental panels and plates will be riveted onto the main sign panel as shown in the work order(s). In addition to the holes in the sign panel, necessary to install the supplemental panels and plates, the Contractor shall also drill the upper left hole for all other possible supplemental business LOGO panels. (This is to facilitate spacing of future LOGO panels.)

This work will be paid for at the contract unit price per square foot for FURNISH AND ERECT SIGN PANEL - LOGO. This price shall include furnishing all materials, fabricating the sign panel (including sign face and sign legend), furnishing all mounting hardware, installing all supplemental LOGO panels and mileage plates, and installing the sign panel on previously erected sign supports.

The steel supports and concrete foundations for logo sign panels will be paid for under STRUCTURAL STEEL SIGN SUPPORT-BREAKAWAY, STRUCTURAL STEEL SIGN SUPPORT-BREAKAWAY COUPLING TYPE, and CONCRETE FOUNDATIONS respectively.

OVERHEAD SIGN STRUCTURE - END SUPPORT

This work will consist of replacing a damaged or deteriorated end support(s) for an overhead sign structure-span or cantilever.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract, conforming to the dimensions shown on the details attached to the work order and the applicable requirements of Section 1094.

This work shall be done in accordance with the requirements of Sections 733 and as specified herein.

This work shall include removing all grout, if grout is present, cleaning and painting the exposed anchor bolts, and installing a stainless steel screen wire to enclose the void between the sign support base plates and the foundation. The exposed part of the meet the requirements of Section 4 and 5 of SSPC-PS25 for red iron oxide, zinc oxide, raw linseed oil, and alkyd primer. All debris resulting from this operation shall be removed from the right-of-way.

Any sign panels attached to the end support to be replaced shall be carefully removed and reinstalled on the new end support as directed by the Engineer.

Shop drawings for the new end support(s) will be provided by the Contractor and approved in writing before any new materials are ordered.

This work will be paid for at the contract unit price each for OVERHEAD SIGN STRUCTURE -END SUPPORT. This price shall include removing any damaged or deteriorated end support(s) from the right-of-way, providing shop drawings, furnishing all materials, fabricating and erecting the end-support(s), galvanizing the exposed steel, removing all grout, cleaning and painting the exposed anchor bolts, installing the wire cloth, removing and reinstalling any existing sign panels, the installation of a sign structure number and providing all necessary traffic control. Removing and re-erecting the overhead sign structure will be paid for as REMOVE AND RE-ERECT OVERHEAD SIGN STRUCTURE-SPAN or REMOVE AND RE-ERECT OVERHEAD SIGN STRUCTURE-CANTILEVER.

BRIDGE MOUNTED SIGN SUPPORT

This work shall consist of removing and replacing bridge-mount sign support(s). The type and number shall be indicated in each individual work order.

Materials shall meet the requirements of the bridge mount sign structure details shown in the contract, conforming to the dimensions shown on the detail sheets attached to the work order and the applicable requirements of Section 1094.

The damaged bridge-mount support(s) shall become the property of the Contractor and shall be removed completely from the right-of-way. The bid price shall reflect any salvage value of the support(s) removed.

Shop drawings for the replacement bridge-mount sign support(s) will be provided by the Contractor and approved in writing before any new materials are ordered.

This work will be paid for at the contract unit price each for BRIDGE MOUNTED SIGN SUPPORT, which price shall include removal of the damaged bridge support(s), providing shop drawings, fabricating, furnishing, and erecting the support brackets, angles, and any other necessary hardware.

BREAKAWAY SLIP BASE CONNECTION BOLT SET

This work shall consist of furnishing a breakaway slip base connection bolt set for the installation of a structural steel sign support. The size of the connection bolt set shall be determined by the size of the sign support and as specified in the work order. The Contractor shall deliver the breakaway connection bolt set to the location specified in the work order or the district sign shop in the district where the work order was issued.

A breakaway slip base connection bolt set shall consist of the following items:

FOUR BOLTS, TWELVE FLAT WASHERS AND FOUR HEX NUTS.

The breakaway slip base connection bolt set shall meet the requirements of Section 727 of the Standard Specifications. The diameter and length of the bolt will be as specified in the work order.

This work will be paid for at the contract unit price each for BREAKAWAY SLIP BASE CONNECTION BOLT SET, which price shall include furnishing all necessary components to complete the installation for a breakaway slip base type connection for a structural steel sign support and delivery to the location or locations specified in the work order.

STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY COUPLING TYPE

This work shall consist of furnishing galvanized structural steel breakaway sign supports for ground-mounted signs and breakaway coupling assemblies of the sizes and lengths shown in the work order. The supports shall be attached to the breakaway coupling assembly previously cast within a concrete foundation. Breakaway coupling type structural steel supports shall be used only for the installation of logo sign panels on Interstate Routes 70, 72, 270 and 255.

Materials shall meet the requirements of Articles 1006.04, 1006.08 and 1093.01 except all references to stub posts shall be omitted.

The fabrication of structural steel sign supports shall meet the requirements of Section 727.

The structural steel breakaway sign supports shall be erected in a vertical position on anchor bars previously cast within concrete foundations with the faces of the supports flush with the sign throughout the contact area. The supports shall be plumbed and brought to final grade by using shims as shown on the plans.

The supports shall be connected to the anchor bars by means of a breakaway coupling assembly conforming to the requirements listed elsewhere in these Special Provisions.

Breakaway coupling assemblies shall be the "Break-Safe" system manufactured by Transpo-Safety, Inc., 20 Jones Street, New Rochelle, New York 10801.

The breakaway couplings shall be manufactured from alloy steel meeting the requirements of AISI 4130H or 4340H, and shall have a minimum tensile yield stress of 1,140 MPa (I65,000 psi) and an ultimate tensile range of 1,240 to 1,480 MPa (I80,000 to 215,000 psi). The breakaway coupling shall have a tensile breaking load of between 209 and 253 kN (47,000 and 57,000 pounds). The Rockwell C hardness shall be 26 minimum.

Hinge plates shall be alloy steel meeting the requirements of AISI 4340, AISI 4130, or an equivalent material and shall have a minimum tensile yield stress of 620 MPa (90,000 psi).

The hinge plates shall have tensile breaking load ranges as follows:

HI-1 73 - 88 kN, (16,400 - I9, 700 lbs.) (I0WF21-14WF30)

HI-2 30 - 36 kN, (6,700 - 8,100 lbs.) (6WF9-8WF20)

All bolts, nuts, and washers shall conform to AASHTO M1641.

Brackets shall be aluminum alloy meeting the requirements of ASTM B-221, Alloy 6061-T6, or an approved equal. The bracket shall incorporate a load-concentrating boss, which shall be stainless steel meeting the requirements of ASTM A-582, Type 416, or approved equal.

Anchor plates shall be made from aluminum Alloy 6061-T6 or equivalent, having minimum yield strength of 240 MPa (35,000 psi).

Anchor bars shall be made from grade 60 steel, or equivalent material, with a minimum allowable tensile stress of 165 MPa (24,000 psi), and shall conform to ASTM designation A-307. The anchor bars shall be hot dip galvanized in conformance with ASTM designation A-153.

Breakaway couplings shall be clean, dry, and free from all foreign material and shall be primed and coated with a coating ground from fully homogenized cellulose acetate butyrate plastic and appropriate coloring agents applied by an electrostatic spray process.

The coating shall have a minimum thickness of .08 mm (3 mils) and be fused at a maximum temperature of 218 °C (425 °F). Chipped areas of the coated surface shall be repaired. After coating, all threaded surfaces shall be cleaned to allow them to function properly.

Location holes for the breakaway coupling shall be accurately positioned relative to the load concentration member in accordance with the approved shop drawings. All brackets shall be permanently labeled with bracket number to reflect the hole positioning.

The installation of the breakaway coupling assemblies shall be in accordance with the manufacturer's recommendations.

The Contractor shall provide the Engineer certification from the breakaway coupling assembly manufacturer that the assemblies meet all the requirements of these specifications. The Department reserves the right to test any component of the assembly and to reject any or all components failing to meet these specifications.

This work will be measured for payment in pounds of structural steel sign support erected in place. The mass (weight) of structural steel shall be computed on the basis of the nominal weight per foot of the main post installed from the bottom to the top of the post. No allowance will be made for overrun and no deduction made for cuts, copes, and holes.

Bolts, screws, nuts, washers, shims, post brackets, and anchor bars will not be measured for payment, but will be considered as included with this pay item.

This work will be paid for at the contract unit price per pound for STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY COUPLING TYPE, which price shall include payment in full for furnishing and erecting the galvanized posts with all components as specified, including the breakaway coupling assemblies.

FURNISH BREAKAWAY COUPLING SET

Revised January 2003

This work shall consist of furnishing a small or large breakaway coupling set for the installation of a structural steel sign support. The size of the coupling set shall be determined by the size of the sign support and as specified in the work order. The Contractor shall deliver the breakaway coupling set to the location specified in the work order or the district sign shop in the district where the work order was issued.

A breakaway coupling set shall consist of the following items:

FOUR BOLTS AND FOUR COUPLERS

The breakaway coupling set shall meet the requirements for breakaway coupling assemblies outlined in the Special Provision for Structural Steel Sign Support - Breakaway Coupling Type. This work will be paid for at the contract unit price each for FURNISH BREAKAWAY COUPLING SET, which price shall include furnishing all necessary components to complete the coupling type installation for a structural steel sign support and delivery to the location or locations specified in the work order.

FURNISH HINGE PLATE SET

This work shall consist of furnishing a small or large hinge plate set for breakaway coupling type installation for structural steel sign support. The size of the hinge plate set shall be determined by the size of the sign support and as specified in the work order. The Contractor shall deliver the hinge plate set to the location specified in the work order or the district sign shop in the district where the work order was issued.

A hinge plate set shall consist of the following items:

FOUR HINGE PLATES AND A TOTAL OF EIGHT BOLTS, NUTS AND WASHERS

The hinge plate set shall meet the requirements for breakaway coupling assemblies outlined in the Special Provision for Structural Steel Sign Support - Breakaway Coupling Type.

This work will be paid for at the contract unit price each for FURNISH HINGE PLATE SET, which price shall include furnishing all necessary components to complete the hinge type installation for a structural steel sign support and delivery to the location or locations specified in the work order.

RE-ERECT EXISTING STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY

This work shall consist of re-erecting an existing structural steel sign support on an existing stub post and torqueing the fuse plate and base plate bolts. This item will only be used for those posts that have been knocked down and need no repair.

Any missing bolts or plates shall be replaced by the Contractor and shall be considered included with this pay item. Replacement bolts or plates shall meet the requirements of Article 727.

When the work order requires the Contractor to re-erect a sign support that was installed with a breakaway type coupling the Contractor shall furnish a breakaway coupling set to complete the re-erection. The furnishing of the breakaway coupling set will be paid for as FURNISH BREAKAWAY COUPLING SET.

This work will be paid for at the contract unit price each for RE-ERECT EXISTING STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY, which price shall include all labor, materials, and equipment required to complete the work.

INSTALL SERVICE SIGN OR MILEAGE PLATE

This work shall consist of installing a service plate advertising gas, food, lodging, or camping business establishment or a mileage plate on a previously erected business logo panel. The service plates are fabricated from flat sheet aluminum and will be furnished predrilled by the business establishments and made available to the Contractor at the District Sign Shop where work is being performed or at such other location agreed upon by the Engineer and the Contractor.

Mileage plates are fabricated from flat sheet aluminum and will be furnished predrilled by the District Sign Shop and made available to the Contractor at the District Sign Shop where work is being performed or at such other location agreed upon by the Engineer and the Contractor.

The plates shall be installed using 5 mm (3/16-inch) aluminum rivets with 3 mm (0.125 inch) to 6 mm (0.250 inch) grip range to fully penetrate the sign panel extrusions and firmly attach the plates. Any plate damaged by the Contractor shall be replaced in exact kind at no cost to the Department. The business logo panel shall not be removed when installing a service or mileage plate. A minimum of six plates will be installed or removed on each work order calling for this pay item when the installation of service signs or mileage plates is the only work to be done.

This work will be paid for at the contract unit price each for INSTALL SERVICE OR MILEAGE PLATE, which price shall include payment in full for installing a service or mileage plate on a previously erected business logo panel.

REMOVE SERVICE SIGN OR MILEAGE PLATE

This work shall consist of removing an existing service plate advertising a business establishment or a mileage plate from a previously erected business logo panel.

Extreme care shall be taken not to damage or mar the plate in any way. Any plate damaged by the Contractor shall be replaced in exact kind at no cost to the Department. The plates shall be delivered to the District Sign Shop where work is being performed or at such other location agreed upon by the Engineer.

A minimum of six plates will be removed on each work order calling for this pay item when the removal of existing service signs or mileage plates is the only work to be done.

This work will be paid for at the contract unit price each for REMOVE SERVICE OR MILEAGE PLATE, which price shall include payment in full for removing a service or mileage plate from a previously erected business logo panel.

TRANSFER SERVICE SIGNS

This work shall consist of removing an existing service sign advertising a business establishment from a previously erected business logo panel and reinstalling the service sign on a newly erected business logo panel.

Extreme care shall be taken not to damage or mar the sign in any way. Any sign damaged by the Contractor shall be replaced in exact kind at no cost to the Department.

This work will be paid for at the contract unit price each for TRANSFER SERVICE SIGN, which price shall include payment in full for removing an existing service sign from a previously erected business logo panel and reinstalling the existing service sign on a newly erected business logo panel. The cost of transferring existing mileage plates and directional arrows for the service signs shall be considered included in the cost of this pay item.

SIGN SUPPORT REPAIR

This work shall consist of repairing an existing breakaway sign support where the fuse plate has separated from the lower post, resulting in bending of the rear flange.

Any missing hardware shall be replaced by the Contractor and considered as included with the pay item. Replacement hardware shall meet the requirements of Article 727.

Care shall be taken to prevent damage or further damage to the sign. Any damage done by the Contractor to the existing sign shall be repaired by him at no cost to the State.

The post may be straightened by mechanical or heat applied methods. There shall be no residual stress in the rear flange when the fuse plate is reattached. The fuse plate shall be attached before the rear reinforcement plates are attached.

When the work order requires the Contractor to repair a sign support that was installed with a breakaway type coupling the Contractor shall furnish a breakaway coupling set to complete the repair of the sign support. The furnishing of the breakaway coupling set will be paid for as FURNISH BREAKAWAY COUPLING SET.

This work will be paid for at the contract unit price each for SIGN SUPPORT REPAIR. This price shall include straightening of the post, repair or replacement of the fuse plate, re-erection of the existing sign and post if they were removed to facilitate the support repair, attachment of the rear reinforcement plate, replacement of any necessary hardware, and all necessary painting.

REMOVE EXISTING SIGN SUPPORT

This work shall consist of removing an existing steel sign support. The support, including hardware, shall become the property of the Contractor.

This work will be paid for at the contract unit price each for REMOVE EXISTING SIGN SUPPORT, which price shall include complete removal of the sign support, including hardware, from the right-of-way.

The removal of any concrete foundations will be paid for as REMOVE CONCRETE FOUNDATION - GROUND MOUNT.

TIGHTEN FUSE AND BASE PLATE

This work shall consist of tightening the bolts on the fuse plate and base plate of a structural steel breakaway sign support. The bolts shall be tightened in accordance with the sign support details shown in the contract. The tightening of the base and fuse plates for at least 16 structural steel breakaway sign supports will be included on each work order calling for this pay item.

The Contractor shall replace any missing bolts, nuts or washers with new ones of the size specified on the sign support details shown in the contract. This work shall be considered included with this pay item. Replacement bolts, nuts or washers shall meet the requirements of Article 727.

The work will be paid for at the contract unit price each per sign support for TIGHTEN FUSE AND BASE PLATE. This price shall include payment in full for tightening all bolts on the fuse and base plate for a structural steel breakaway sign support and replacing any missing bolts, nuts, or washers on the fuse and base plate.

TEMPORARY WOOD POST

This work shall consist of furnishing and installing 100 mm (4-in) by 150 mm (6-in) wood posts as temporary sign supports for ground-mounted signs, utilizing direct burial.

This work shall be done in accordance with the requirements of Section 730 and as specified herein.

Should a longer support than specified be necessary; the Contractor shall provide and install the longer support. The method for attaching the sign to the wood posts is shown in the plans.

The temporary wood post(s) shall be supplied in the quantity indicated on the work order and shall be located at a specified offset in close proximity of the permanent sign location.

The height of the sign shall be a minimum of 900 mm (3 feet) from the top of pavement to the bottom of the sign and a minimum of 1500 mm (5 feet) from the top of the ground to the bottom of the sign. The wood post(s) shall be removed and become the property of the Contractor when the permanent post(s) is installed.

This work will be paid for at the contract unit price each for TEMPORARY WOOD POST, which price shall include payment in full for furnishing, erecting, drilling, and removing of wood post(s) and refilling the hole(s) to match the surrounding area.

MOUNTING BRACKET – TYPE B

This work shall consist of furnishing a steel tubing bracket for mounting auxiliary panels on ground-mount signs of the sizes shown in the plans and attaching the bracket to existing sign supports at the location(s) specified in the work order.

The bracket shall meet all requirements of the EXIT PANEL DETAIL SHEET - B contained herein.

This work will be paid for at the contract unit price each for MOUNTING BRACKET - TYPE B, which price shall include payment in full for furnishing bracket with all components as specified and attaching it to existing sign supports.

MOUNTING BRACKET TYPE B REPAIR:

This work shall consist of repairing the damaged or bent components of an existing mounting bracket - Type B.

Care shall be taken to prevent damage or further damage to the existing sign. Any damage done by the Contractor to the existing sign; shall be repaired by him at no cost to the State.

The bracket may be straightened by mechanical or heat-applied methods.

This work will be paid for at the contract unit price each for MOUNTING BRACKET TYPE B REPAIR. This price shall include straightening of the bracket components, reattachment of the existing sign if it was removed to facilitate the bracket repair, reattachment of the bracket to the sign supports if the bracket was removed to facilitate repair, and all necessary painting.

REPLACE WALKWAY SUPPORT BRACKET

This work shall consist of furnishing all necessary material and labor to remove the damaged walkway support bracket and replace it with a new bracket of the same type and material as the existing. The size of the bracket required will be as indicated on the sign structure detail sheets attached to the work order.

This item does not include replacement or repair of any existing walkway or lighting fixtures.

Shop drawings for the replacement walkway support bracket will be provided by the Contractor and approved in writing before any new materials are ordered.

This work will be paid for at the contract unit price each for REPLACE WALKWAY SUPPORT BRACKET and shall be payment in full for furnishing all materials, providing shop drawings, fabricating and erecting this item complete in place.

SIGN PANEL BACKPLATE

This work shall consist of furnishing and installing blank sign panels complete with reflectorized sign faces cut without legend or symbols, and installing them within previously erected sign frames. The sign blanks shall be 3 mm (0.125-inch) thick 5052-H38 aluminum conforming to Section 1090 and the background sheeting shall be brown conforming to the Type B requirements of Section 1091.

This work will be paid for at the contract unit price per square foot for SIGN PANEL BACKPLATE, which shall include furnishing the sign backplate and installing it in a previously erected sign frame. The cost of removing an existing backplate from a frame assembly to installing the new backplate will not be paid for as a separate item, but will be considered included with the contract and no additional compensation will be allowed.

REST AREA POST AND PANEL SIGN SYSTEM

The signs shall match signs previously installed in the rest area and meet the requirements of the following special provisions for the post and panel sign system. The system shall be the Series 325 manufactured by: Charleston Industries, Inc., 955 Estes Avenue, Elk Grove Village, IL 60007, 1-800-722-0209, in Illinois: (847) 228-7150.

Alternate systems will be considered provided that the component parts are completely interchangeable with the previously installed signs. The Engineer's decision as to the acceptability of alternate systems will be final.

INSTALL REST AREA SIGN

This work shall consist of installing a new rest area sign provided by the Department at the site of installation or at the location specified on the work order. The sign may be installed on an existing sign post and frame or a new sign post and frame. All signs that are removed or replaced shall be returned to the Department location the replacement sign was supplied.

This work will be paid for at the contract unit price per each for INSTALL REST AREA SIGN which price shall include all necessary hardware, equipment, and labor required to complete the work order.

SIGN FRAME – SERIES 325 (DOUBLE)

This work shall consist of furnishing and installing sign frames on two posts. The entire frame is to be slid into the slots in the posts and secured by tamperproof screws. The frame shall meet the requirements shown on the plans.

Frames will be measured for payment in feet. Such measurements are to be the outside perimeter of the frame.

This work will be paid for at the contract unit price per foot for SIGN FRAME – SERIES 325 (DOUBLE), which shall include furnishing the sign frame complete with all necessary hardware and installing it on previously erected posts.

SIGN FRAME – SERIES 325 (SINGLE)

This work shall consist of furnishing and installing sign frames on single posts. Brackets shall be welded to the frames as shown in the plans to accept a Series 2l8 - center mounted post. The entire frame shall be bolted securely to the post. The frames shall meet the requirements shown on the plans.

Frames will be measured for payment in feet. Measurement shall be to the outside perimeter of the frame.

This work will be paid for at the contract unit price per foot for SIGN FRAME – SERIES 325 (SINGLE), which shall include furnishing the sign frame complete with all necessary hardware and installing it on a previously erected post.

SIGN POSTS – SERIES 325 OR 218

This work shall consist of furnishing and installing Series 325 posts for two-post installations and Series 218 post for single post installations, on existing concrete surfaces or by direct burial in concrete as specified in the plans. The posts shall meet the requirements shown in the plans.

All sign post lengths and elevations shall be field verified by the Contractor before ordering any material.

The installations shall be by direct burial, in concrete foundations, or attached to concrete surfaces by base plates as noted on the sign layouts. All posts shall be true, plumb, and If two-post installations, parallel to each other. Spacing templates shall be utilized by the Contractor, when installing two-post installations.

The concrete shall be Class SI meeting the applicable portions of Section 503.

The foundation shall be drilled to the dimensions shown in the plans. The post shall be installed plumb and centered in the hole before placement of the concrete. The hole above the foundation shall be filled with black dirt.

This work will be paid for at the contract unit price per foot for SIGN POST-SERIES 325 OR SIGN POST-SERIES 218, measured from the bottom of the post in the ground for direct burial or from the base plate where specified, which shall include all necessary drilling, back-filling and seeding, disposal of excess earth, setting of the post and furnishing all concrete. The cost of removing a frame assembly to installing the new post will not be paid for as a separate item, but will be considered included with the contract and no additional compensation will be allowed.

BASE PLATE - SERIES 325 OR 218

This work shall consist of furnishing and installing base plates on Series 325 posts for two-post installations and Series 218 posts for single post installations. The base plates shall be factory welded to the posts as shown on the plans. The base plates shall be securely bolted to the foundations or to the concrete anchors with a 6 mm (1/4-inch) thick neoprene pad placed between the concrete and the base plate. The required concrete "J" bolts or concrete anchors, including their installation and the neoprene pads shall be considered as included with this item.

This work will be paid for at the contract unit price each for BASE PLATE-SERIES 325 OR BASE PLATE-SERIES 218, which work shall include furnishing and welding base plates to the posts and including the concrete "J" bolts, concrete anchors and neoprene pads, as required. Installation of the posts will be paid for under the pay item for SIGN POST- SERIES 325 OR SIGN POST-SERIES 218.

REMOVE EXISTING SIGN POST

This work shall consist of removing an existing rest area sign post that is part of the post and panel sign system. The post, including any hardware not reused, shall become the property of the Contractor and the bid price shall reflect any salvage value.

This work will be paid for at the contract unit price each of REMOVE EXISTING SIGN POST, which price shall include the complete removal of the sign post, including any concrete foundation and base plate, from the right-of-way. The cost of removing a sign and frame assembly from an existing sign post and relocating the sign and frame assembly to a new post(s) will not be paid for as a separate item, but will be considered included in the contract and no additional compensation will be allowed.

TEMPORARY SIGN SUPPORT REPAIR

This work shall consist of making temporary repairs to an existing breakaway sign support(s) until the replacement sign support has been installed so an existing sign panel may remain in service.

The Contractor shall have the option of making repairs to the existing support, if that is feasible, temporarily installing a used steel breakaway support that matches dimensions of the existing stub post or temporarily installing a wood sign support.

If the existing sign support is repaired, repairs shall be in accordance with the provisions for SIGN SUPPORT REPAIR.

If a temporary wood sign support is installed, the wood sign support shall meet the provisions outlined under TEMPORARY WOOD POST

Any missing hardware shall be replaced by the Contractor and considered as included with the pay item. Replacement hardware shall meet the requirements of Article 727 of the Standard Specifications.

Care shall be taken to prevent damage or further damage to the sign. Any damage done, by the Contractor, to the existing sign shall be repaired by him, at no cost to the State.

The Contractor shall make the temporary sign support repairs within one week of notification.

This work will be paid for at the contract unit price each for TEMPORARY SIGN SUPPORT REPAIR. This price shall include the removal and/or, re-erection of the existing sign and providing the necessary traffic control.

REPAIR SIGN PANEL

This work shall consist of repairing a sign panel that has been damaged by vehicle impact where the sign has been damaged but not severe enough to require complete replacement of the sign panel. The Contractor shall be responsible for the removing all dirt and debris from the face of the sign prior to re-erecting the sign panel.

This work may require the assembly of extruded aluminum panels that have been pulled apart, the reattachment of any sign legend, shields, borders, overlay panels and end caps that may have come loose or fallen off the sign panel from vehicle impact. In some cases the sign panel may have to be removed from the sign supports, repairs completed, and re-erected on the sign supports.

Extruded aluminum panels that have been pulled apart shall be re assembled using 3/8" stainless steel bolts installed at 24" spacing. Stainless steel bolts shall conform to ASTM A 276, Type 304. Stainless steel locking nuts shall be used conforming to ASTM A 194 Grade 8. Stainless steel washers shall conform to ASTM A 240, Type 304. Any loose or fallen off sign legend, shields, borders, and overlay panels shall be reattached by the same method as the existing undamaged sign panel.

This work will be paid for at the contract unit price each for REPAIR SIGN PANEL. This price shall include removing and re-erecting the sign panel, if necessary, to facilitate the repair of the sign panel, making all required repairs to the sign legend, shields, borders and overlay panels to restores the sign to a serviceable condition and providing the necessary traffic control.

REPLACE OVERHEAD SIGN WALKWAY

This work shall consist of removing the damaged portion of the existing walkway and replacing the damaged walkway with new walkway of the same type and material as the existing.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract; conform to the dimensions shown on the details attached to the work order and the applicable requirements of Section 1094.

Fabrication of the walkway shall meet the requirements of the applicable portions of Section 733.

Any damaged lighting items in the damaged portion of the walkway shall be removed and become the property of the contractor.

The replacement or repair of any damaged handrail, light support channels, or hardware shall be included in the cost of replacing the overhead sign walkway.

The removed portions of walkway shall become the property of the Contractor and shall be removed completely from the right-of-way.

All damaged walkway support brackets shall be paid for under REPLACE WALKWAY SUPPORT BRACKET.

Shop drawings for the replacement walkway will be provided by the Contractor and approved in writing before any new materials are ordered.

The work will be measured for payment in feet of the overall length of the walkway installed, end-to-end.

This work will be paid for at the contract unit price per foot for REPLACE OVERHEAD SIGN WALKWAY, which price shall include removal of the damaged portion of the existing walkway, providing shop drawings, furnishing the required new walkway, replacing as required the handrail, light support channels, and hardware and removing the damaged walkway from the right-of-way. No electrical work will be required for this pay item.

SIGN SUPPORT BRACKET

Description: This work shall consist of furnishing, fabricating, and installing sign support extensions to attach additional sign panels to an existing sign panel.

Materials: Sign support extensions shall be aluminum according to Section 1006.29 of the Standard Specifications. The depth shall be 4 in. (100 mm) and the weight shall be a minimum of 1.79 lb/ft (2.60 kg/m).

Installation: 3 sign support extensions shall be used for sign panels with 3 existing posts or less. 4 sign support extensions shall be used for sign panels with 4 or more existing posts. Sign support extensions shall extend from 4 ft below the top of the existing sign post to the top of the new sign panel and shall be spaced as determined by the Engineer. Sign support extensions shall be clipped to the sign panels in accordance with Highway Standard 720021.

Method of Measurement: Sign support extensions will be measured for payment in each.

Basis of Payment: This work will be paid for at the contract unit price per EACH for SIGN SUPPORT BRACKET.

REMOVE AND REINSTALL SIGN PANEL

This work shall consist of removing an existing sign panel from temporary sign supports and reinstalling it on an overhead sign structure. Where the temporary posts were installed by others, this work shall also consist of removing the temporary posts which will then become the property of the Contractor.

This work will be paid for at the contract unit price per square meter (square foot) for REMOVE AND REINSTALL SIGN PANEL, which price shall include removing the existing sign panel from temporary supports, installing it on the overhead sign structure, furnishing all necessary mounting hardware to complete the installation and removing any temporary supports.

RE-ERECT SIGN PANEL

This work shall consist of re-erecting a new or existing sign panel on new or existing posts. The sign panel shall be provided by the Department at the site of installation or at the location specified on the work order. The Contractor shall be responsible for the removing all dirt and debris from the face of the sign prior to re-erecting the sign panel.

The replacement of any damaged or missing mounting hardware shall meet the requirements of Article 1090.03.

This work will be paid for at the contract unit price per square foot for RE-ERECT SIGN PANEL, which price shall include all necessary hardware, equipment, and labor required to complete the work order.

REPLACE AND TIGHTEN SIGN MOUNTING CLIPS PER EACH SIGN

This work shall consist of replacing missing post clips and post clip bolts or tightening loose post clip bolts on signs mounted on overhead sign structures. Stainless steel bolts, nuts and washers shall be used with aluminum post clips for all overhead - mounted signs.

Aluminum post clips shall conform to ASTM B 108, Alloy SG 70A-T 6. A flat washer shall be used under each nut to prevent gouging of the clip. Stainless steel bolts, nuts and washers for fastening extruded aluminum sign panels to supports shall conform to ASTM A 276, Type 304. Nuts shall conform to ASTM A 194 Grade 8 and be of the self - locking type. Washers shall conform to ASTM A 240, Type 304.

This work will be paid for at the contract unit price each per sign location for REPLACE AND TIGHTEN SIGN MOUNTING CLIPS PER EACH SIGN, which price shall include furnishing and installing post clips and post clip bolts complete with washers and tightening all loose sign clip bolts for each overhead sign location shown in the plans and providing all necessary traffic control.

REMOVE SIGN COMPLETE

This work shall consist of removing an existing ground-mounted sign and supports as shown in the work order. The removal items shall consist of the sign panel and exit panel, and the structural steel supports. The sign panel shall become the property of the State and shall be delivered to the District Sign Shop in the District in which the work is being performed. The supports, including hardware, shall become the property of the Contractor. The bid price shall reflect any salvage value for the supports and hardware.

Where the existing sign and supports are to be removed and be replaced by a new sign and new supports, the new sign shall be completely installed prior to the removal of the existing sign. However, duplicate signs are not to exist for periods in excess of 24 hours.

This work will be paid for at the contract unit price each for REMOVE SIGN COMPLETE and shall be payment in full for all labor and equipment necessary to remove the sign and supports as herein specified and no additional compensation will be allowed.

The removal of any concrete foundations will be paid for as REMOVE CONCRETE FOUNDATION-GROUND MOUNT.

INTERNAL TRUSS DAMPER

This work shall consist of furnishing and installing a truss damper on an aluminum overhead sign structure-span or cantilever. The damper shall be attached to the overhead sign structure as indicated on the attached details.

The damper design shall be similar to those shown in the plans. The Contractor shall submit shop drawings for the damper for approval prior to fabrication and before any materials are ordered.

This work will be paid for at the contract unit price each for TRUSS INTERNAL DAMPER price shall include providing the shop drawings, furnishing and installing the damper complete with all necessary hardware and providing the necessary traffic control.

INTERNAL MEMBER TRUSS CLAMP

This work shall consist of furnishing and installing stainless steel internal member truss clamp on an aluminum overhead sign structure - span or cantilever. The clamp shall be attached at the joint of an interior member with the main top or bottom chords where a partial fracture of an internal member has occurred.

The clamp design shall be similar to those shown in the plans. Shop drawings for the clamp shall be provided by the Contractor for approval prior to fabrication and before any materials are ordered.

This work will be paid for at the contract unit price each for INTERNAL MEMBER TRUSS CLAMP, which price shall include providing the shop drawings, fabricating the clamp, furnishing and installing the clamp complete with all necessary hardware and providing the necessary traffic control.

REMOVE OVERHEAD SIGN STRUCTURE – WALKWAY

This work shall consist of the complete removal and disposal of the overhead sign structure external walkway, handrail, and related mounting hardware according to the requirements of Section 736 of the Standard Specifications and as specified on the work order.

The removed overhead sign structure external walkway shall become the property of the Contractor and shall be completely disposed of off the right of way. Any salvage value of the elements to be removed shall be reflected in the Contractor's bid for the removal of the overhead sign structure walkway.

This work will be paid for at the agreed unit price in feet for REMOVE OVERHEAD SIGN STRUCTURE - WALKWAY which price shall include all labor and equipment to complete this work.

STRUCTURAL REPAIR OF CONCRETE

Effective: March 15, 2006

Revised: April 1, 2016

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

Item (a) Portland Cement Concrete	Article/Section (Note 1) 1020	
(b) R1 or R2 Concrete (Note 2)		
(c) Normal Weight Concrete (Notes 3 and 4)		
(d) Shotcrete (High Performance) (Notes 5 and 6)		
(e) Reinforcement Bars	1006.10	
(f) Anchor Bolts	1006.09	
(g) Water	1002	
(h) Curing Compound	1022.01	
(i) Cotton Mats	1022.02	
(j) Protective Coat	1023.01	
(k) Epoxy (Note 7)	1025	
(I) Mechanical Bar Splicers	508.06(c)	

- Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu yd (395 kg/cu m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but a cement factor reduction according to Article 1020.05(b)(8) is prohibited. A self-consolidating concrete mixture is also acceptable per Article 1020.04, except the mix design requirements of this note regarding the cement factor, coarse aggregate, strength, and cement factor reduction shall apply.
- Note 2. The R1 or R2 concrete shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs. The R1 or R2 concrete shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, and a retarder may be required to allow time to perform the required field tests. The admixtures shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply.

- Note 3. The "high slump" packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu vd (395 kg/cu m) minimum to 7.05 cwt/cu vd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "high slump" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the "high slump" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump. The admixture shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply. A maximum slump of 10 in. (250 mm) may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.
- Note 4 The "self-consolidating concrete" packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "selfconsolidating concrete" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the "self-consolidating concrete" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The concrete mixture should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. The admixtures used to produce self-consolidating concrete shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply. The packaged concrete mixture shall meet the self-consolidating requirements of Article 1020.04.

Note 5. Packaged shotcrete that includes aggregate shall be from the Department's approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The product shall be a packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method according to ASTM C 1480. A non-chloride accelerator may be used according to the shotcrete manufacturer's recommendations. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content (Na₂O + 0.658K₂O) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

The 7 and 28 day compressive strength requirements in ASTM C 1480 shall not apply. Instead the shotcrete shall obtain a minimum compressive strength of 4000 psi (27,500 kPa) at 14 days.

The packaged shotcrete shall be limited to the following proportions:

The portland cement and finely divided minerals shall be 6.05 cwt/cu yd (360 kg/cu m) to 8.50 cwt/cu yd (505 kg/cu m) for Type FA and 6.05 cwt/cu yd (360 kg/cu. m) to 7.50 cwt/cu yd (445 kg/cu m) for Type CA. The portland cement shall not be below 4.70 cwt/cu yd (279 kg/cu m) for Type FA or CA.

The finely divided mineral(s) shall constitute a maximum of 35 percent of the total cement plus finely divided mineral(s).

Class F fly ash is optional and the maximum shall be 20 percent by weight (mass) of cement.

Class C fly ash is optional and the maximum shall be 25 percent by weight (mass) of cement.

Ground granulated blast-furnace slag is optional and the maximum shall be 30 percent by weight (mass) of cement.

Microsilica is required and shall be a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent. As an alternative to microsilica, high-reactivity metakaolin may be used at a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent.

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

The water/cement ratio as defined in Article 1020.06 shall be a maximum of 0.42.

The air content as shot shall be 4.0 - 8.0 percent.

Note 6 Packaged shotcrete that does not include pre-blended aggregate shall be from the Department's approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The shotcrete shall be according to Note 5, except the added aggregate shall be according to Articles 1003.02 and 1004.02 in addition to each individual aggregate meeting the maximum expansion requirements of Note 5. The aggregate gradation shall be according to the manufacturer. The shotcrete shall be batched and mixed with added aggregate according to the manufacturer.

Note 7. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

Equipment. Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. (7 kg) maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydrodemolition Equipment – Hydrodemolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

High Performance Shotcrete Equipment – The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method, and shall meet the requirements of ACI 506R.

Construction Requirements

<u>General</u>. The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.
- (d) Rule 4. Shotcrete shall not be used for any repair greater than 6 in. (150 mm) in depth, except in horizontal applications, where the shotcrete may be placed from above in one lift.
- (e) Rule 5. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, unless the shotcrete mixture contains 3/8 in. (9.5 mm) aggregate.

<u>Temporary Shoring or Cribbing</u>. When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Department for review and approval. When ever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

<u>Concrete Removal</u>. The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. Reinforcement bar with 50 percent or more exposed shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever is greater.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be $\pm 1/16$ in. (± 1.5 mm). The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete or shotcrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 in. (150 mm) in depth, one fourth the cross section of a structural member, more than half the vertical column reinforcement is exposed in a cross section, more than 6 consecutive reinforcement bars are exposed in any direction, within 1.5 in. (38 mm) of a bearing area, or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

<u>Surface Preparation</u>. Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

If a succeeding layer of shotcrete is to be applied, the initial shotcrete surface and remaining exposed reinforcement shall be free of curing compound, oil, dirt, loose material, rebound (i.e. shotcrete material leaner than the original mixture which ricochets off the receiving surface), and overspray. Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface is less than 36 hours old. If more than 36 hours old, the surface shall be prepared by blast cleaning.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the sawcut face is roughened by blast cleaning. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete or shotcrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

<u>Reinforcement.</u> Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. (1.6 mm) or heavier gauge tie wire, and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 in. (19 mm) of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 in. (19 mm) diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 in. (205 mm) and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 in. (380 mm) maximum centers both vertically and horizontally, and shall be a minimum of 12 in. (305 mm) away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

<u>Repair Methods</u>. All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

(a) Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance. The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Concrete with coarse aggregate added, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

If temperatures below $45^{\circ}F$ (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

(b) Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. The sample shall be obtained from the discharge end of the nozzle by shooting a pile large enough to scoop a representative amount for filling the air meter measuring bowl. Shotcrete shall not be shot directly into the measuring bowl for testing. For compressive strength of shotcrete, a $18 \times 18 \times 3.5$ in. ($457 \times 457 \times 89$ mm) test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 in. (5 mm) for the bottom and sides. A wood form test panel shall have a minimum 3/4 in. (19 mm) thick bottom, and a minimum 1.5 in. (38 mm) thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

The method of alignment control (i.e. ground wires, guide strips, depth gages, depth probes, and formwork) to ensure the specified shotcrete thickness and reinforcing bar cover is obtained shall be according to ACI 506R. Ground wires shall be removed after completion of cutting operations. Guide strips and formwork shall be of dimensions and a configuration that do not prevent proper application of shotcrete. Metal depth gauges shall be cut 1/4 in. (6 mm) below the finished surface. All repaired members shall be restored as close as practicable to their original dimensions.

For air temperature limits when applying shotcrete in cold weather, the first paragraph of Article 1020.14(b) shall apply. For hot weather, shotcrete shall not be applied when the air temperature is greater than 90°F (32°C). The applied shotcrete shall have a minimum temperature of 50°F (10°C) and a maximum temperature of 90°F (32°C). The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40°F (4°C). If necessary, lighting shall be provided to provide a clear view of the shooting area.

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

The nozzle shall normally be at a distance of 2 to 5 ft. (0.6 to 1.5 m) from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer. For any exception, the nozzle shall never be oriented more than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar. Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be according to Rules 4 and 5 under Construction Requirements, General. When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 in. (6 mm) applied shotcrete) may be used as the final lift for overhead applications.

Prior to application of a succeeding layer of shotcrete, the initial layer of shotcrete shall be prepared according to the surface preparation and reinforcement bar cleaning requirements. Upon completion of the surface preparation and reinforcement bar treatment, water shall be applied according to the surface preparation requirements unless the surface is moist. The second layer of shotcrete shall then be applied within 30 minutes.

Shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting. Cutting shall not cause cracks or delaminations in the shotcrete. For depressions, cut material may be used for small areas. Rebound material shall not be incorporated in the work. For the final finish, a wood float shall be used to approximately match the existing concrete texture. A manufacturer approved finishing aid may be used. Water shall not be used as a finishing aid. All repaired members shall be restored as close as practicable to their original dimensions.

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. Curing shall be accomplished using wetted cotton mats, membrane curing, or a combination of both. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately. Curing compound shall be applied according to Article 1020.13(a)(4), except the curing compound shall be applied as soon as the shotcrete has hardened sufficiently to prevent marring the surface, and each of the two separate applications shall be applied in opposite directions to ensure coverage. The curing compound shall be according to Article 1020.13 shall apply to the membrane curing method.

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected with intermittent hand fogging, or wet curing with either burlap or cotton mats shall begin within 10 minutes. Intermittent hand fogging may be used only for the first hour. Thereafter, wet curing with burlap or cotton mats shall be used until the succeeding shotcrete layer is applied. Intermittent hand fogging may be extended to the first hour and a half if the succeeding shotcrete layer is applied by the end of this time.

The curing period shall be for 7 days, except when there is a succeeding layer of shotcrete. In this instance, the initial shotcrete layer shall be cured until the surface preparation and reinforcement bar treatment is started.

If temperatures below $45^{\circ}F$ (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period

<u>Inspection of Completed Work</u>. The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The acceptable tolerance for conformance of a repaired area shall be within 1/4 in. (6 mm) of the original dimensions. A repaired area not in dimensional conformance or with delaminations shall be removed and replaced.

A repaired area with cracks or voids shall be considered as nonconforming. Exceeding one or more of the following crack and void criteria shall be cause for removal and replacement of a repaired area.

- 1. The presence of a single surface crack greater than 0.01 in. (0.25 mm) in width and greater than 12 in. (300 mm) in length.
- 2. The presence of two or more surface cracks greater than 0.01 in. (0.25 mm) in width that total greater than 24 in. (600 mm) in length.
- 3. The presence of map cracking in one or more regions totaling 15 percent or more of the gross surface area of the repair.
- 4. The presence of two or more surface voids with least dimension 3/4 in. (19 mm) each.

A repaired area with cracks or voids that do not exceed any of the above criteria may remain in place, as determined by the Engineer.

If a nonconforming repair is allowed to remain in place, cracks greater than 0.007 in. (0.2 mm) in width shall be repaired with epoxy according to Section 590. For cracks less than or equal to 0.007 in. (0.2 mm) in width, the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

<u>Publications and Personnel Requirements</u>. The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

The shotcrete personnel who perform the work shall have current American Concrete Institute (ACI) nozzlemen certification for vertical wet and overhead wet applications, except one individual may be in training. This individual shall be adequately supervised by a certified ACI nozzlemen as determined by the Engineer. A copy of the nozzlemen certificate(s) shall be given to the Engineer.

<u>Method of Measurement</u>. This work will be measured for payment in place and the area computed in square feet (square meters). For a repair at a corner, both sides will be measured.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN. (125 MM), STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN. (125 MM).

When not specified to be paid for elsewhere, the work to design, install, and remove the temporary shoring and cribbing will be paid for according to Article 109.04.

With the exception of reinforcement damaged by the Contractor during removal, the furnishing and installation of supplemental reinforcement bars, mechanical bar splicers, hook bolts, and protective coat will be paid according to Article 109.04.

DRILL WEEP HOLE

This work shall consist of drilling weep holes as described in the work order, using a ¼ inch drill bit mounted on a portable electric drill.

The work will be paid for at the agreed unit price each for DRILL WEEP HOLE, which price shall include all equipment and labor necessary to safely drill any hole described in the work order.

REMOVAL OF SIGN LIGHTING, NO SALVAGE

This item shall consist of disconnecting, completely removing and disposing of existing sign lighting as specified herein. This pay item shall also include removal of the associated conduit, wire and disconnect switch from the sign structure.

Luminaire removal shall be in accordance with Section 842, the cleaning and painting of sign structure caused by the removal of sign lighting and associated conduit shall be in accordance with section 506 of the Standard Specifications for Road and Bridge Construction, current version.

The Contractor shall coordinate any electrical work with the Department's Electrical Maintenance Contractor (EMC) prior to any work.

Prior to the removal of any equipment, the Contractor shall notify the Engineer to obtain the approval for equipment removal. No removal work shall be permitted until approved by the Engineer.

The removal of sign luminaires shall include all associated conduit, wire up to the handhole on the sign structure, if existing otherwise up to the nearest feed to the sign lighting (Junction Box or Light Pole), disconnect switch and hardware. All appurtenances shall become the property of the contractor and shall be disposed of according to the Article 202.03.

This work will be paid for at the agreed unit price each for REMOVE EXISTING SIGN LIGHTING UNIT, NO SALVAGE which price shall include all labor and equipment to complete the work described herein.

FURNISH AND INSTALL RODENT SCREEN

This work shall consist of cleaning and installing stainless steel screen wire to enclose the void between the sign support base plates and the foundation.

The stainless steel mesh shall meet the requirements of Section 733 and be installed as shown in the details of Overhead Sign Structures Support Frame Base Sheet OS-A-6A.

The work will be paid for at the agreed unit price each for METAL SCREEN, which price shall include cleaning and installing the screen wire around each sign support base plate.

OVERHEAD SIGN STRUCTURE – TRUSS ONLY

This work shall consist of furnishing and installing a Type IA or IIA overhead sign structure-truss on or existing end supports at the location shown in the plans.

The Contractor shall be responsible for field verifying the existing dimensions for the end supports to assure the proper fit for the replacement truss on the existing end supports.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans and as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract, conforming to the dimensions shown on the details included in the contract, and the applicable requirements of Section 1094.

The replacement overhead sign structure-span shall include the fabrication and installation of truss grating, to facilitate inspections, the entire length of the span conforming to the details shown in the contract.

The cost of fabricating and installing the truss grating and the truss damper shall be included in the cost of fabricating and installing the replacement overhead sign structure-span.

Due to the downsizing of the overhead sign structures a retrofit for the support frame at those locations where the existing end supports will be used is required. The retrofit for the existing end supports shall meet the requirements shown on the "OVERHEAD SIGN STRUCTURES EXISTING SUPPORT FRAME RETROFIT FOR ALUMINUM TRUSS" as shown on detail sheet OS-A-12 RETROFIT. The cost of the retrofit shall be included in the cost of fabricating and installing the replacement overhead sign structure-truss.

This work shall be done in accordance with Section 733, including providing all necessary mounting hardware and as specified herein.

Shop drawings for the new structure will be provided by the Contractor and approved in writing before any new materials are ordered or fabrication is begun.

Before starting work, the Contractor shall provide an erection plan to the Engineer detailing the method of erection proposed to be followed and the amount and type of equipment proposed to be used. The plan shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of the Contractor's method or equipment or from carrying out the work in full.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of 15 minutes to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for OVERHEAD SIGN STRUCTURE-SPAN TRUSS ONLY Type Specified which price shall include providing all necessary traffic control.

TIGHTEN SUPPORT ANCHOR BOLTS

This work shall consist of tightening the anchor bolts for an overhead sign structure support. For existing gaps less than 1/4 inch, an adequate size wrench shall be used to firmly seat the anchor bolt nut against the base plate of the overhead sign structure support, to the satisfaction of the Engineer. For gaps equal to or exceeding 1/4 inch, the threads above the nut shall be cleaned to allow raising the nut approximately 1/4 inch. A U-shaped, galvanized steel shim(s) of adequate thickness shall be inserted between the base plate and existing washer before tightening the nut to the Engineer's satisfaction.

This work will be paid for at the contract unit price each for TIGHTEN SUPPORT ANCHOR BOLTS, which price shall be payment in full for tightening all bolts for an overhead sign structure support, supplying and inserting the necessary shim(s), and providing all necessary traffic control.

TIGHTEN U-BOLT

This work shall consist of tightening existing U-bolts at the locations shown in the plans.

The U-bolts shall be tightened enough to bring the U-bolt against the tube and leave nuts/washers with less than 1/8-inch gap to the support or as directed by the Engineer.

U-bolts that cannot be tightened but are loose shall be replaced. Replacement U-bolts shall be either 8 mm or 20 mm (5/16" or 3/4") stainless steel U-bolts of the appropriate dimensions, two stainless steel washers and two hexagon lock-nuts per bolt.

The 8 mm (5/16 inch) U-bolts are located at the connection of the walkway support and sign brackets to the truss and the 20 mm (3/4 inch) U-bolts are located at the connection of the overhead sign structure to the end support. The U-bolt, washers, and lock-nuts shall meet the requirements of Section 733 and the Overhead Sign Structure Base Sheet OS-A-1. All U-bolts shall be of sufficient length to fully engage the lock-nut.

The Contractor shall field verifying dimensions prior to ordering any material.

This work will be paid for at the contract unit price each for TIGHTEN U-BOLT, which price shall be payment in full for properly tightening loose U-bolts, replacing any U-bolts that cannot be tightened and providing all necessary traffic control.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revise Article 107.40(b) of the Standard Specifications to read:

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

- "(b) No working day will be charged under the following conditions.
 - (1) When adverse weather prevents work on the controlling item.
 - (2) When job conditions due to recent weather prevent work on the controlling item.
 - (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
 - (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
 - (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
 - (6) When any condition over which the Contractor has no control prevents work on the controlling item."

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

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

ETCP Adjustment (\$) = TE x (%/100 x CUP / OCT)

Extended Traffic Control occurs between December 1 and March 31:

ETCP Adjustment () = TE x 1.5 (%/100 x CUP / OCT)

Where:TE = Duration of approved time extension in calendar days.

- % = Percent maintenance for the traffic control, % (see table below).
- CUP = Contract unit price for the traffic control pay item in place during the delay.
- OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

<u>FEDERAL OBLIGATION</u>. 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.

<u>STATE OBLIGATION</u>. 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.

<u>CONTRACTOR ASSURANCE</u>. 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

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

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

<u>DBE LOCATOR REFERENCES</u>. 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:

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprisecertification/il-ucp-directory/index.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to <u>DOT.DBE.UP@illinois.gov</u> or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (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 Utilization 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 scanned or 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 Utilization 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.

<u>GOOD FAITH EFFORT PROCEDURES</u>. 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 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 subsection (c)(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. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (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.

<u>CALCULATING DBE PARTICIPATION</u>. 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 owneroperator. 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 DBE regular dealer or DBE manufacturer.

<u>CONTRACT COMPLIANCE</u>. 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 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 be come the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) <u>NO AMENDMENT</u>. 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) <u>CHANGES TO WORK</u>. 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 or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than 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) <u>SUBCONTRACT</u>. 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) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. 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) of this part. 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 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 1200 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 subcontractor 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 Resident 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) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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."

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2017

Revise the third paragraph of Article 701.11 of the Standard Specifications to read:

"When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment."

Add the following to Article 701.15 of the Standard Specifications:

"(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit."

Add the following to Article 701.20 of the Standard Specifications:

"(k) When speed display trailers are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other speed display trailers, this work will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER."

Add the following to Article 1106.02 of the Standard Specifications:

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

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

The speed indicator display shall face approaching traffic and shall have a sign legend of "YOUR SPEED" immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125 and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the work zone posted speed limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25 mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. The displayed is detected speeds are less than 25 mph, they shall not be displayed. The display shall include automatic dimming for nighttime operation.

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

VETERAN BUSINESS PROGRAM

Effective: November 6, 2014

<u>STATE OBLIGATION</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific Veteran Small Business participation goal of <u>0.00%</u> 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.

<u>VETERAN SMALL BUSINESS CERTIFIED VENDOR LOCATOR REFERENCES</u>. 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). <u>BIDDING PROCEDURES</u>. 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.

<u>GOOD FAITH EFFORT PROCEDURES</u>. 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.

<u>CALCULATING CERTIFIED VOSB/SDVOSB VENDOR PARTICIPATION</u>. 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.

<u>CONTRACT COMPLIANCE</u>. 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.

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.

VETERAN BUSINESS PROGRAM (VBP) UTILIZATION PLAN

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

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

Vendor submits the following statement:

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

Vendor's person responsible for compliance:

Name:

Title:

Telephone:

Email

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.

- 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.

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

Various Routes Section STWDE FRWY SIGN MAINT 2017-04 Various Counties Contract No. 46411

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:

Various Routes STWDE FRWY SIGN MAINT 2017-04 Various Counties Sheet 1 of 52 Contract Number 46411

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION STWDE FRWY SIGN MAINT 2017-04 C-60-004-17

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STANDARDS

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CONTRACT NO. 46411

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Contract Number 46411

		RURAL				
			0021	100% STATE	100% S MCHE	
CODE			TOTAL	~ 0021	<i>⊾</i> 0021	
NUMBER	ПЕМ	UNIT	QUANTITY	QUANTITY	QUANTITY	
X0301032	SIGN FRAME - SERIES 325 (DOUBLE)	FOOT	5	5	0	
X0301033	SIGN FRAME - SERIES 325 (SINGLE)	FOOT	5	5	0	
X0301036	BASE PLATE - SERIES 325	EACH	5	5	0	
XD301037	BASE PLATE - SERIES 218	EACH	5	5	0	
XD326718	INSTALL REST AREA SIGN	EACH	5	5	0	
XD327303	REMOVAL OF EXISTING SIGN LIGHTING UNIT WITH NO SALVAGE	EACH	25	20	5	
X5210005	TIGHTEN SUPPORT ANCHOR BOLT	EACH	10	10	0	
X7200050	TEMPORARY SIGN SUPPORT REPAIR	EACH	10	8	2	
X7200060	FURNISH AND ERECT GRAFFITI RESISTANT SIGN PANEL	SQ FT	120	120	0	
X7200065	SIGN PANEL BACKPLATE	SQ FT	2	2	0	
X7200070	REPAIR SIGN PANEL	EACH	110	70	40	
X7200075	REMOVE AND REINSTALL SIGN PANEL	SQ FT	5000	3500	1500	
X7200080	RE-ERECT SIGN PANEL	SQ FT	15000	10000	5000	
X7200085	REPLACE AND TIGHTEN SIGN MOUNTING CLIPS PER EACH SIGN	EACH	10	10	0	
X7200096	FURNISH AND ERECT SIGN PANEL - LOGO	SQ FT	7500	6,000	1,500	
X7240205	REMOVE SIGN COMPLETE	EACH	75	50	25	
X7270005	RE-ERECT EXISTING STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	EACH	70	55	15	
X7270006	BREAKAWAY SLIP BASE CONNECTION BOLT SET	EACH	10	10	0	
X7270010	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY COUPLING TYPE	POUND	1500	1.500	0	
X7270015	FURNISH BREAKAWAY COUPLING SET	EACH	10	10	0	
X7270020		EACH	30	30	0	
X7270025	REMOVE EXISTING SIGN SUPPORT	EACH	35	25	10	
X7301034	SIGN POST - SERIES 325	FOOT	5	5	0	
X7301035	SIGN POST - SERIES 218	FOOT	5	5	0	
X7330072	OVERHEAD SIGN STRUCTURE - END SUPPORT	EACH	2	2	0	
X7330076	BRIDGE MOUNTED SIGN SUPPORT	EACH	4	2	2	
X7330078	REPLACE WALKWAY SUPPORT BRACKET	EACH	a	2	0	
X7330082	MOUNTING BRACKET – TYPE B	EACH	5	3	2	
X7330084	MOUNTING BRACKET TYPE B REPAIR	EACH	2	0	2	
X7330090	METAL SCREEN	EACH	5	5	0	
X7330093	INTERNAL MEMBER TRUSS CLAMP	EACH	1	1	0	
X7330094	INTERNAL TRUSS DAMPER	EACH	1	1	0	
X7330102	REPLACE OVERHEAD SIGN WALKWAY	FOOT	25	20	5	
X7330210	OSS T1 TRUSS ONLY	FOOT	15	10	5	
X7330220	OSS T2 TRUSS ONLY	FOOT	15	10	5	
X7330230	OSS T3 TRUSS ONLY	FOOT	15	10	5	
X7350005	SIGN SUPPORT REPAIR	EACH	150	120	30	
X7350010	SIGN SUPPORT BRACKET	EACH	75	75	0	
X7360300	REMOVE OVERHEAD SIGN STRUCTURE - WALKWAY	FOOT	500	450	50	
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	50	10	40	

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Various Routes STWDE FRWY SIGN MAINT 2017-04 Various Counties Sheet 3 of 52

Contract Number 46411

		RURAL					
			0021	100% STATE	100% S MCHE		
CODE			TOTAL	0021	0021		
NUMBER	ITEM	UNIT	QUANTITY	QUANTITY	QUANTITY		
Z0012755	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 INCHES)	SQ FT	50	10	40		
Z0030902	TIGHTEN FUSE AND BASE PLATE	EACH	30	28	2		
Z0030905	INSTALL SERVICE SIGN OR MILEAGE PLATE	EACH	30	30	0		
Z0030907	REMOVE SERVICE OR MILEAGE PLATE	EACH	25	25	0		
Z0030910	TRANSFER SERVICE SIGN	EACH	200	175	25		
Z0051398	REMOVE EXISTING SIGN POST	EACH	75	50	25		
Z0052395	TIGHTEN U-BOLT	EACH	10	10	0		
Z0077598	DRILL WEEP HOLE	EACH	5	5	0		
Z0077802	TEMPORARY WOOD POST	EACH	2	2	0		
67100100	MOBILIZATION	LSUM	1	0.91	0.09		
70200100	NIGHTTIME WORK ZONE LIGHTING	L SUM	1	0.91	0.09		
72000100	SIGN PANEL - TYPE 1	SQ FT	200	200	0		
72000200	SIGN PANEL - TYPE 2	SQ FT	200	200	0		
72000300	SIGN PANEL - TYPE 3	SQ FT	40000	35,000	5,000		
72100100	SIGN PANEL OVERLAY	SQ FT	200	200	0		
72300100	INSTALL EXISTING SIGN PANEL	SQ FT	1,500	1,500			
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	5	4	1		
72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	5	4	1		
72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	200	150	50		
72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	300	250	50		
72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	60000	55,000	5,000		
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	25	25	0		
72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	25	25	0		
72400710	RELOCATE SIGN PANEL - TYPE 1	SQ FT	25	25	0		
72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	25	25	0		
72400730	RELOCATE SIGN PANEL - TYPE 3	SQ FT	1000	850	150		
72700100	STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY	POUND	80000	65,000	15,000		
73000100	WOOD SIGN SUPPORT	FOOT	4	4	0		
73300100	OVERHEAD SIGN STRUCTURE - SPAN, TYPE I-A (4'-0" X 4'-6")	FOOT	15	0	15		
73300200	OVERHEAD SIGN STRUCTURE - SPAN, TYPE II-A (4'-6" X 5'-3")	FOOT	15	0	15		
73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	10	0	10		
73301810	OVERHEAD SIGN STRUCTURE WALKWAY, TYPE A	FOOT	5	0	5		
73304000	OVERHEAD SIGN STRUCTURE - BRIDGE MOUNTED	FOOT	5	2	3		
73400100	CONC FOUNDATION	CU Y D	100	75	25		
73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	2	1	1		
73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1	0	1		
73600200	REMOVE OVERHEAD SIGN STRUCTURE - CANTILEVER	EACH	1	0	1		
73602000	REMOVE OVERHEAD SIGN STRUCTURE - BRIDGE MOUNTED	EACH	3	1	2		
73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	75	50	25		
73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	75	50	25		
73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	2	0	2		

Various Routes STWDE FRWY SIGN MAINT 2017-04 Various Counties Sheet 4 of 52 Contract Number 46411

WORK ORDER

STATEWIDE FREEWAY SIGN MAINTENANCE 2017-04

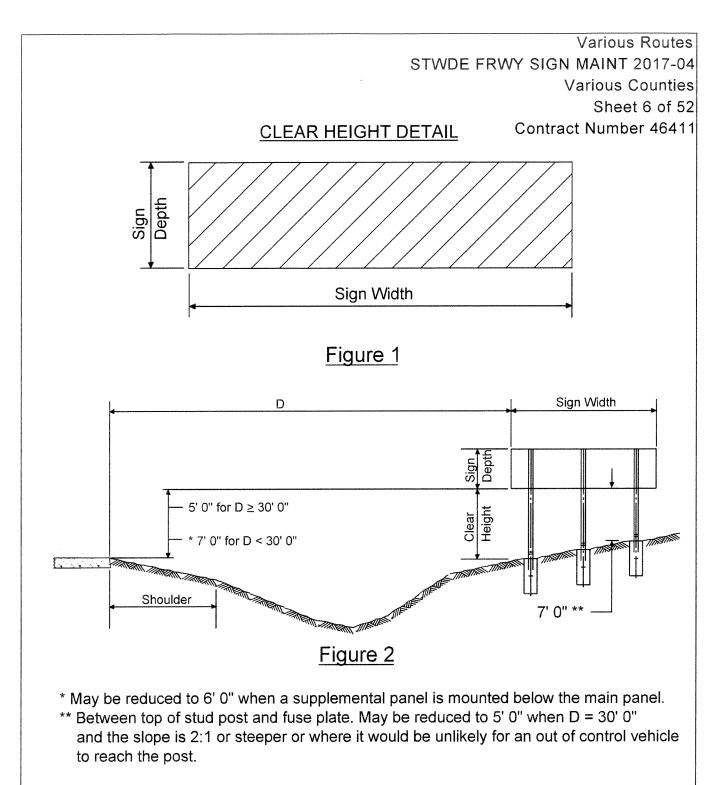
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ORK ORDER		Date of Issue		ROUTE	
OCATION DES					
ONTRACT NO	D. 46411				
	HTING CABLE PRESENT (YES) (N	CLAIM NO.:	OB NO. C-60-	004 47	-
	TINGCABLE PRESENT (TES) (N	U) (N/A) J	<u>UB NU. <u>C-00-</u></u>	004-17	I
CODE		UNIT	QUANTITY	UNIT PRICE	ITEM COST
NUMBER 72000100	SIGN PANEL T1	SQ FT			
72000100	SIGN PANEL T2	SQFT			
72000200	SIGN PANEL T3	SQFT			
72100100	SIGN PANEL OVERLAY	SQFT			
72300100	INSTALL EX SIGN PANEL	SQFT			
72400100	REMOV SIN PAN ASSY TA	EACH			
72400200	REMOV SIN PAN ASSY TB	EACH			
72400200	REMOV SIGN PANEL T1	SQFT	-		
72400310	REMOV SIGN PANEL T2	SQFT			
72400320	REMOV SIGN PANEL 12	SQFT			1
72400330	RELOC SIN PAN ASSY TA	EACH			<!--</b-->
72400500	RELOC SIN PAN ASSY TA	EACH		·····	X/
72400000	RELOC SIGN PANEL T1	SQFT			
72400710	RELOC SIGN PANEL T2	SQ FT		O	
72400720	RELOC SIGN PANEL T2	SQ FT			
72700100	STR STL SIN SUP BA	POUND			
73000100	WOOD SIN SUPPORT	FOOT	-	$\overline{\mathcal{H}}$	
73300100	OVHD SIN STR-SPAN T1	FOOT	1		
73300200	OVHD SIN STR-SPAN T2	FOOT		\frown	
73300200	OVHD SIN STR-SPAN T3	FOOT		•	
73301810	OSS WALKWAY TY A	FOOT			
73304000	OVHD SIN STR BR MT	FOOT			<u> </u>
73400100		CUYD			
73400100	DRILL SHAFT CONC FDN	CUYD			
73600100	REMOV OH SIN STR-SPAN	EACH			
73600200	REMOV OH SIN STR-CANT	EACH	+		
73602000	REM OVHD SN STR-BR MT	EACH			
73700100	REM GR MT SIN SUPPORT	EACH			
73700100	REM CONC FDN-GR MT	EACH	-	****	
73700200	REM CONC FDN-OVHD	EACH	+		
X0301032	SIGN FRAME S-325 DBL	FOOT	++		
X0301032	SIGN FRAME S-325 DBL	FOOT	-		
X0301033 X0301036	BASE PLATE S-325 SING	EACH	-		
		EACH	++		
X0301037 X0326718	BASE PLATE S-218	EACH			
	REMEX SIGN LT UNT NS	EACH			
X0327303	TIGHTEN SUP ANCH BOLT	EACH			
		EAUN	1		
X5210005 X7200050	TEMP SIGN SUP REP	EACH	1		

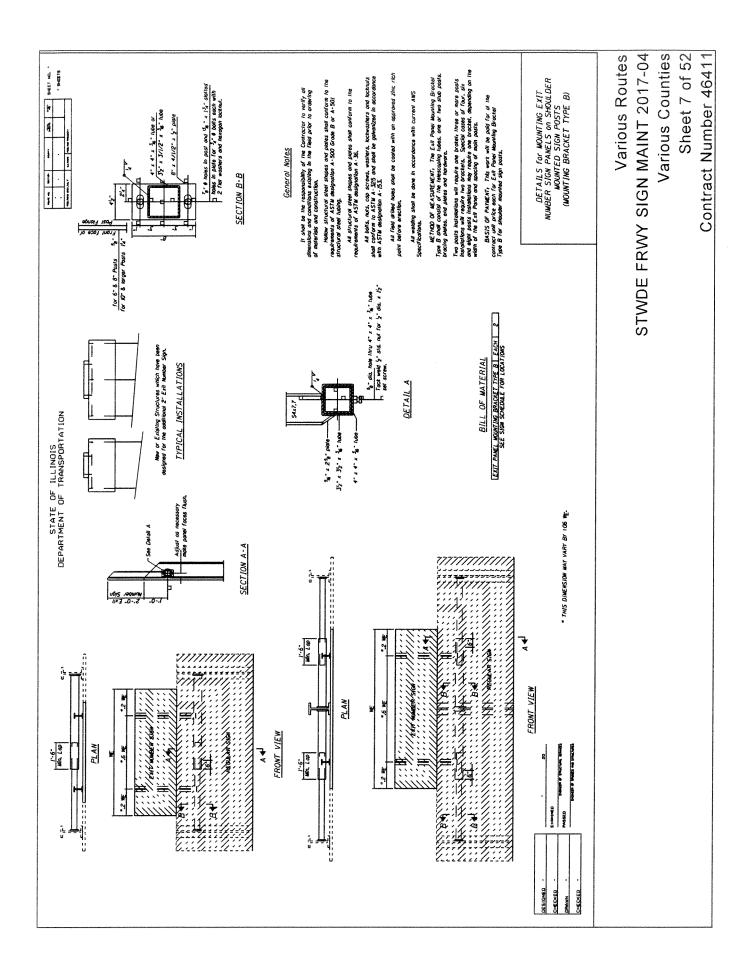
Various Routes STWDE FRWY SIGN MAINT 2017-04 Various Counties Sheet 5 of 52

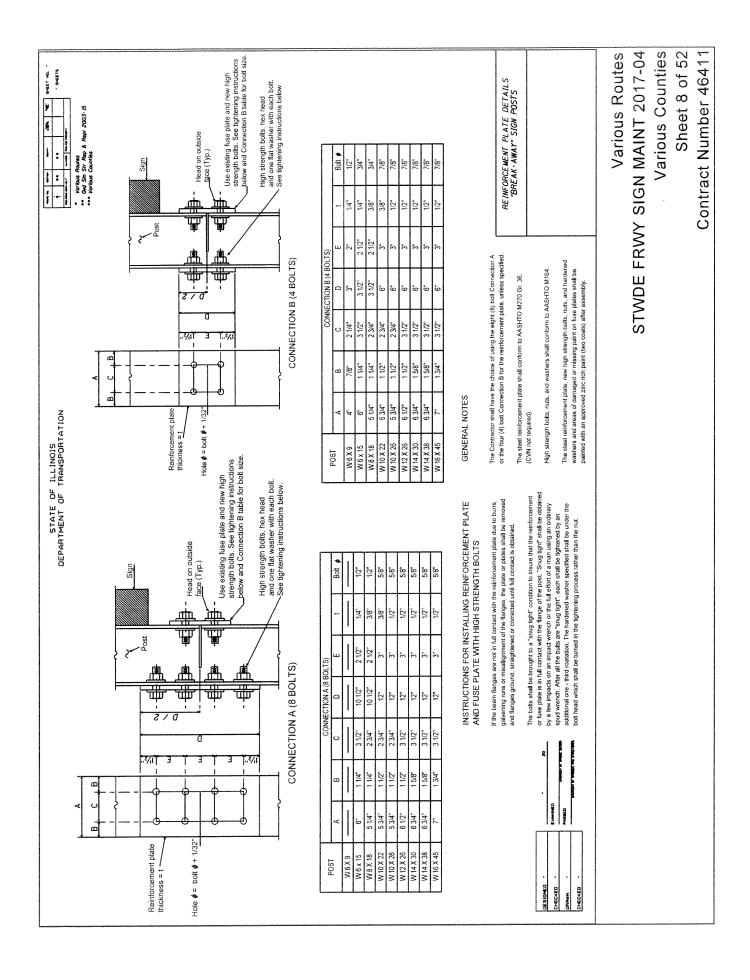
Contract Number 46411

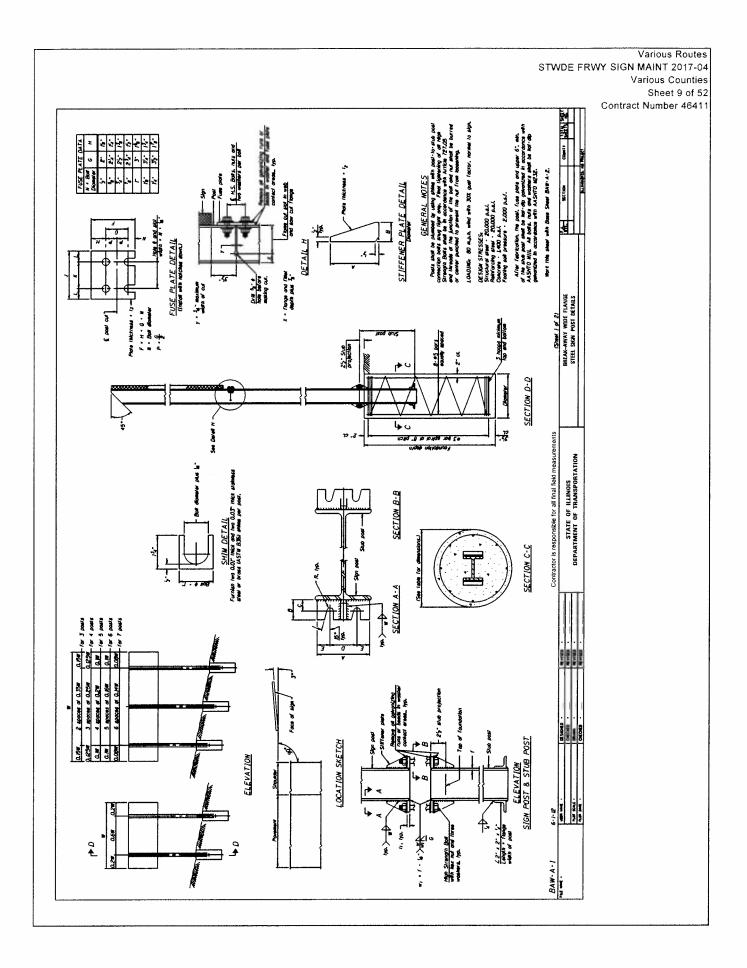
VORK ORDE	R NO.				
CODE		1			
NUMBER		UNIT	QUANTITY	UNIT PRICE	ITEM COST
X7200065	SIGN PANEL BACKPLATE	SQ FT			
X7200070	REPAIR SIGN PANEL	EACH			
X7200075	REM & REIN SIGN PANEL	SQ FT			
X7200080	RE-ERECT SIGN PANEL	SQFT			
X7200085	RPL/TIGH CLP PER SIGN	EACH	-		
X7200096	F & E SIGN PAN - LOGO	SQFT			
X7240205	REMOV SIGN COMPLETE	EACH			
X7270005	RE-E STR ST SN SUP BA	EACH			
X7270006	BREAK SLIP B CON BOLT	EACH			
X7270010	STR STL SN SUP-COUP T	POUND			
X7270015	FUR BRKWAY COUP SET	EACH			
X7270020	FUR HINGE PLATE SET	EACH			
X7270025	REM EX SIGN SUPPORT	EACH			
X7301034	SIGN POST S-325	FOOT			
X7301035	SIGN POST S-218	FOOT			
X7330072	OVHD SIN STR-END SUP	EACH			
X7330076	BR MOUNT SIGN SUPPORT	EACH			
X7330078	REPL WLKWY SUP BRCKT	EACH			
X7330082	MTNG BRCKT TY B	EACH			
X7330084	MTNG BRCKT TYB REPAIR	EACH	L		
X7330090	METAL SCREEN	EACH			
X7330093	INT MEMBR TRUSS CLAMP	EACH			
X7330094	INTERNAL TRUSS DAMPER	EACH			
X7330102	REPL OVHD SIN WALKWAY	FOOT			
X7330210	OSS T1 TRUSS ONLY	FOOT	<u> </u>	X	
X7330220	OSS T2 TRUSS ONLY	FOOT			
X7330230	OSS T3 TRUSS ONLY	FOOT	~		
X7350005	SIGN SUPPORT REPAIR	EACH			
X7350010	SIGN SUPPORT BRACKET	EACH			
X7360300	REM OH SIN STR-WLKWAY	FOOT			
Z0012754	STR REP CON DP = < 5	SQ FT			
Z0012755	STR REP CON DP OVER 5	SQFT			
Z0030902	TIGHTEN FUSE & BSE PL	EACH			
Z0030905	INS SER SN OR MILE PL	EACH			
Z0030907	REM SER OR MILE PLATE	EACH			
Z0030910	TRANSFER SERVICE SIGN	EACH			
Z0051398	REM EX SIGN POST	EACH			
Z0052395	TIGHTEN U-BOLT	EACH			
Z0077598	DRILL WEEP HOLE	EACH			
Z0077802	TEMP WOOD POST	EACH			
					L
ISTRICT COM	NTACT	SUBMITTED BY:			
			Deput	y Director, Division	of Highways,
AME:				Regional Engineer	
		DATE:			
ELEPHONE:					
ELL PHONE		APPROVED BY:			
			Acting	Engineer of Operati	ons
MAIL ADDRE	SS.				

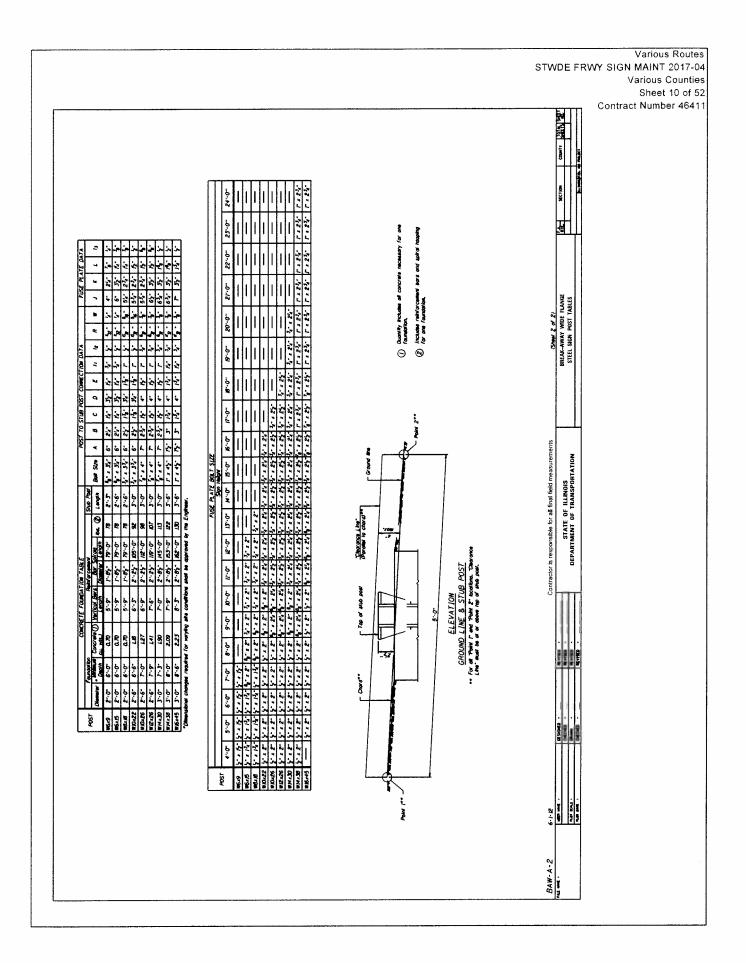


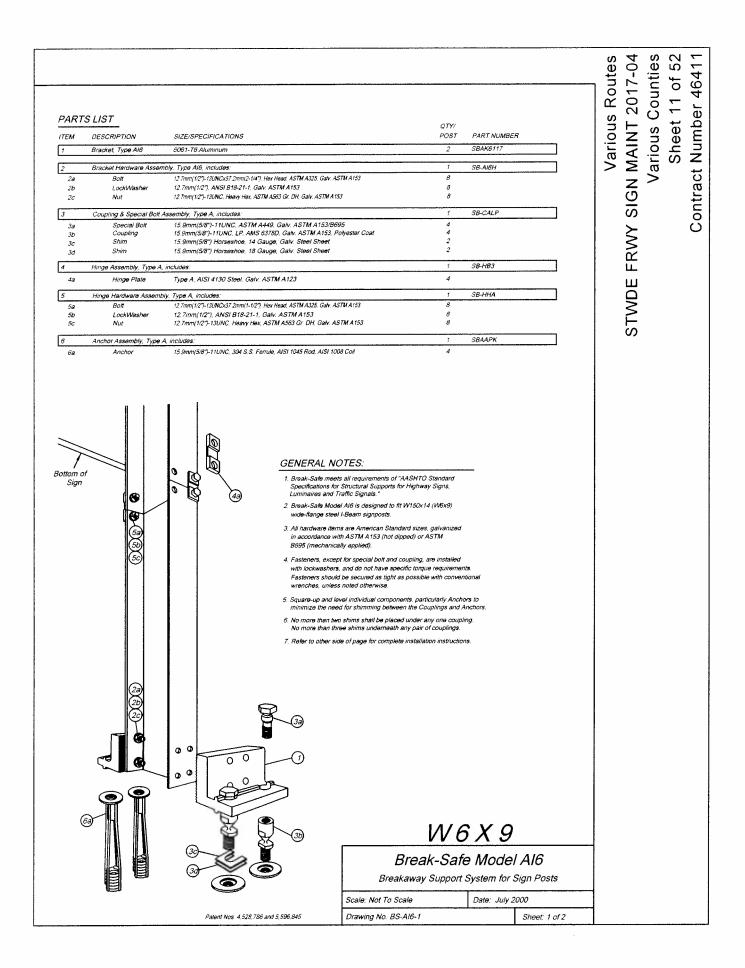
The criteria illustrated in Figure 2 above is for expressways or fully access controlled freeways. All mounting heights shall be in accordance with the latest edition of the Illinois Manual on Uniform Traffic Control Devices.

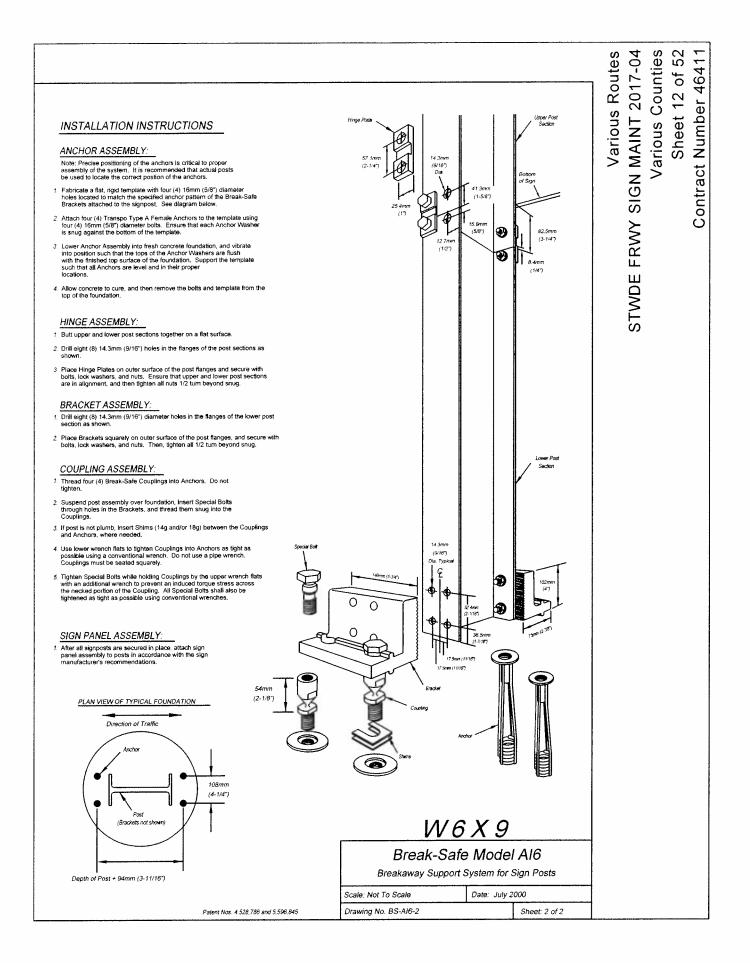


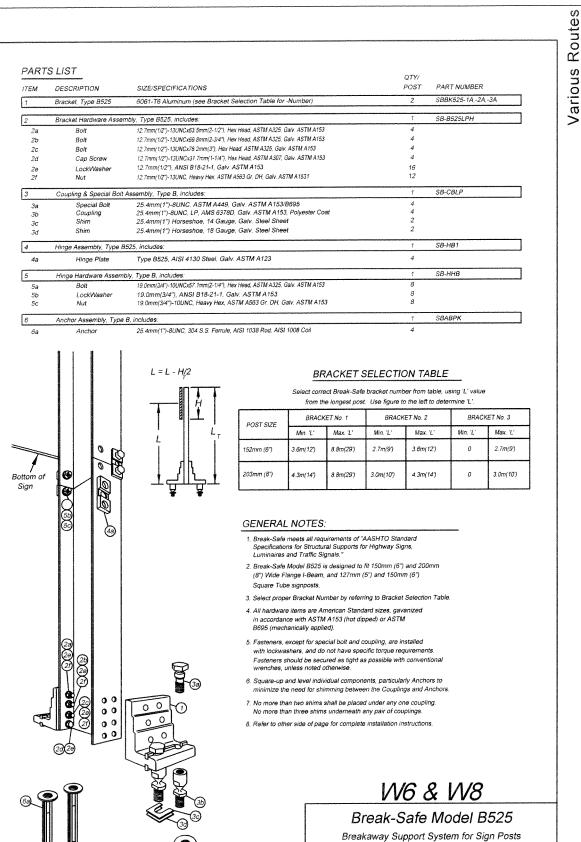












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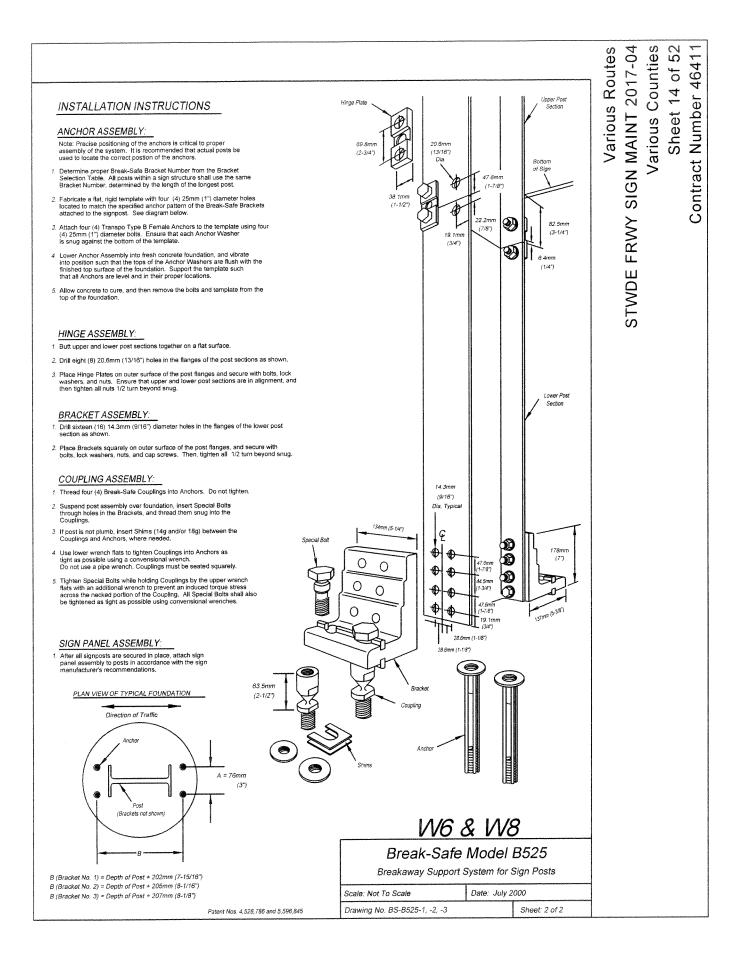
Patent Nos. 4.528,786 and 5.596,845

Sheet 13 of 52 Contract Number 46411

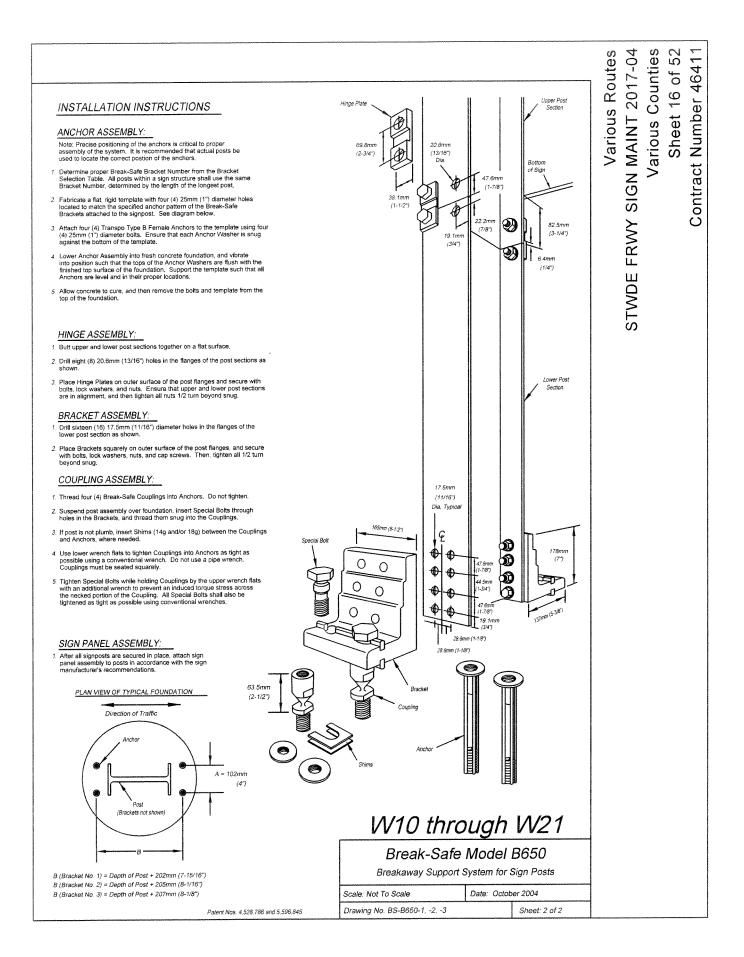
Various Counties

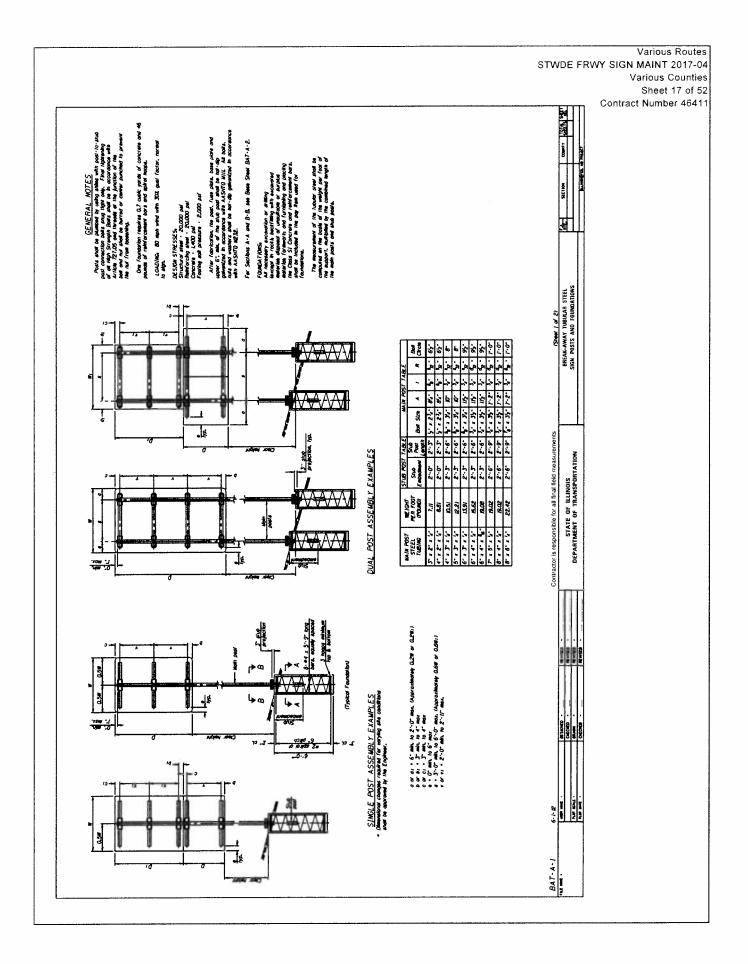
STWDE FRWY SIGN MAINT 2017-04

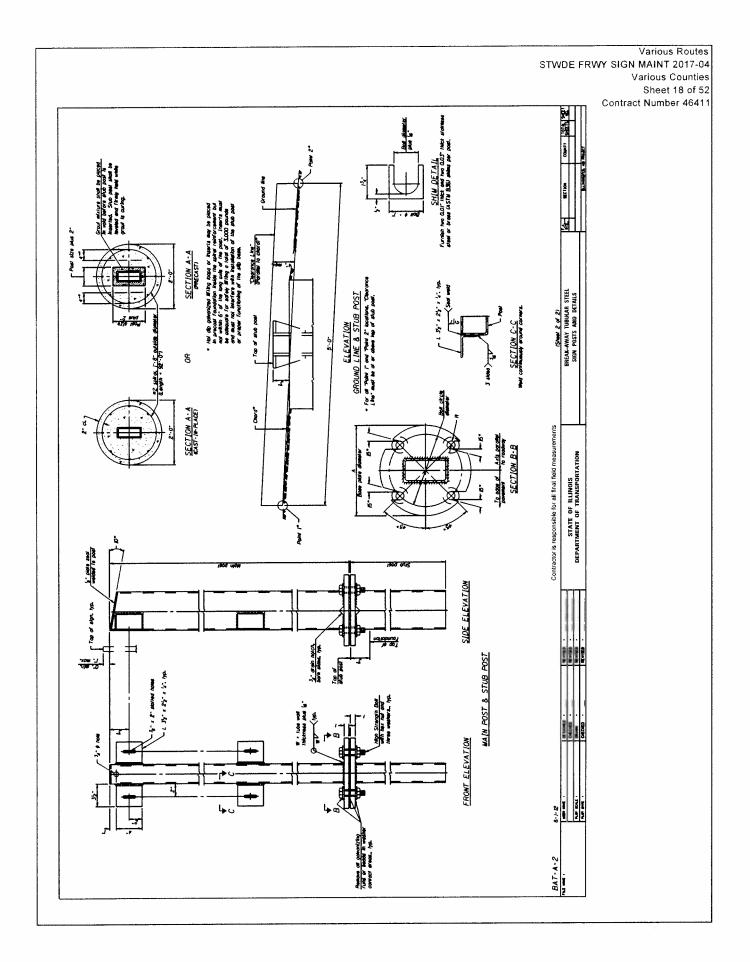
Scale: Not To Scale Drawing No. BS-B525-1, -2, -3 Date: July 2000 Sheet: 1 of 2

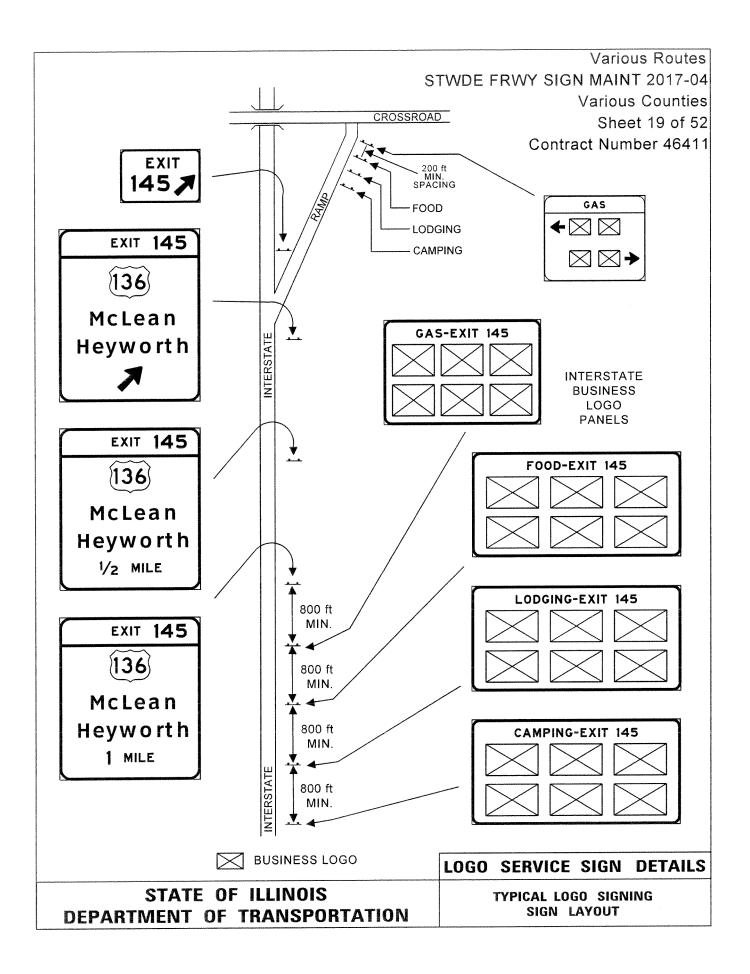


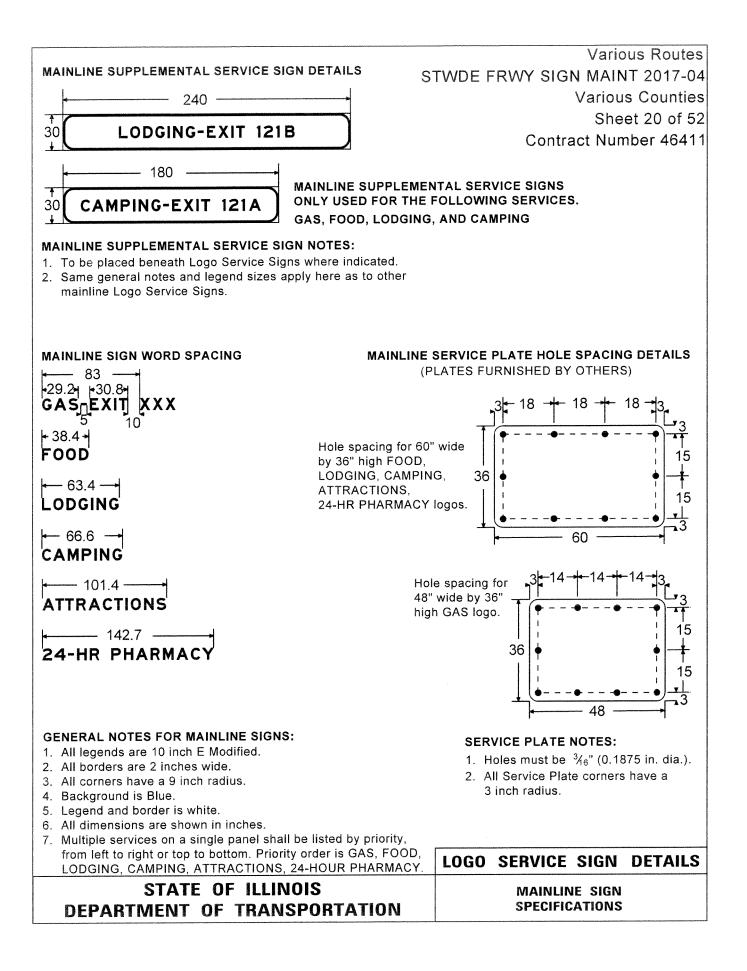
PARTS LIST ITEM DESCRIPTION 1 Bracket, Type B650 2 Bracket Hardware Assembly 2a Bolt 2b Bolt	SIZE/SPECIFICATIONS 6061-T6 Aluminum (see Bracket Selection Tat y, Type B650, includes: 15 9mm(5°)-110NCx69,9mm(2-34°), Hex Head, ASTM 15 9mm(5°)-110NCx76,2mm(3°), Hex Head, ASTM A33	A325, Galv. ASTM A153			2 SBBI	T NUMBER (650-1A,-2A 650LPH	-34	Various Routes	SIGN MAINT 2017-04	Countie	5 of 5.	Contract Number 46411
2c Bolt 2d Cap Screw 2e LockWasher 2f Nut 3 Coupling & Special Bolt Ass 3a Special Bolt 3b Coupling 3c Shim 3d Shim 3d Hinge Assembly. Type B65t	25.4mm(1")-8UNC, ASTM A449, Gaiv. ASTM 25.4mm(1")-8UNC, LP, AMS 6378D, Gaiv. ASTM 25.4mm(1") Horseshoe, 14 Gauge, Gaiv. Stee 25.4mm(1") Horseshoe, 18 Gauge, Gaiv. Stee	1 A307, Galv ASTM A153 Salv ASTM A153 A 153/B695 M A153, Polyester Coa I Sheet	t		4 4 16 12 1 5B-C 4 2 2 1 5B-H		·		STWDE FRWY SIGN			Contra
4 Hinge Assembly, Type book 4a Hinge Plate 5 Hinge Hardware Assembly, 5a Bolt 5b LockWasher 5c Nut 6 Anchor Assembly, Type B. 6a Anchor	Type B850, AISI 4130 Steel, Galv, ASTM A12 Type B, includes: 19.0mm(341-10UNCx57.1mm(2-1147), Hex Head, ASTM 19.0mm(3447), ANSI B18-21-1, Galv, ASTM A 19.0mm(3447)-10UNC, Heavy Hex, ASTM A563 Gr.	A325, Gaiv. ASTM A153 153 DH, Gaiv. ASTM A153			4 1 SB-H 8 8 8 1 SBAE 4	ΉB			STWDE			
Bottom of Sign	from the second	t correct Break See the longest post. Use ANGE BRACK Min. L' 10") 4 9m(16) 12") 5 5m(18) 14") 5 8m(19) 16") 6.4m(21) 18") 7.0m(23)	bracket numb figure to the : ET No. 1 Max. 'L' B Bm(29) B Bm(29)	er from table. c eft to determin BRACI Min. 1: 3.3m(11') 4.0m(13') 4.0m(13') 4.0m(13') 4.0m(15') 5.5m(16') 5.5m(16') ASHTO Stand	e 'L'. (ET No. 2 Max. 'L' 4.9m(16') 5.5m(18') 5.8m(19') 6.4m(21') 7.0m(23') 7.8m(25') ard	 1	KET No. 3 Max 'L' 3.3m(11) 4.0m(13) 4.3m(14) 4.6m(15) 4.9m(16) 5.5m(18)					
	530m (87) S 3. Select 4. All hai B895 33 5. Fasts with II Fasts wren 0000 7. Squan 6. Squan minim Mom No m	k-Safe Model B550 is mr (21') Wide Flange Square Tube signpost at proper Bracket Nun ardware ifems are Am cordance with ASTM // (mechanically applie eners, except for space cokwashers, randa o ners should be secur ches, unless noted of the need for shim sore than two shims si ore than two shims si ore than two shims si ore than three shims r to other side of page	I-Beam, and s. here by referni erican Standa A153 (hot dipp d). vial bolt and cc tot have spece ded as tight as herwise. Jual componen- iming between hall be placed underneath a to for complete Br	178mm (7") an ng to Bracket 3 trd sizes, galva weed) or ASTM bupling, are ins fic torque region possible with i the Coupling: under any one ny pair of coup installation ins <u>O th</u> eak-St away Sup	d 203mm Selection Table. nized tailed irements. conventional and Anchors. a coupling. ings. tructions.	gh l	gn Posts					

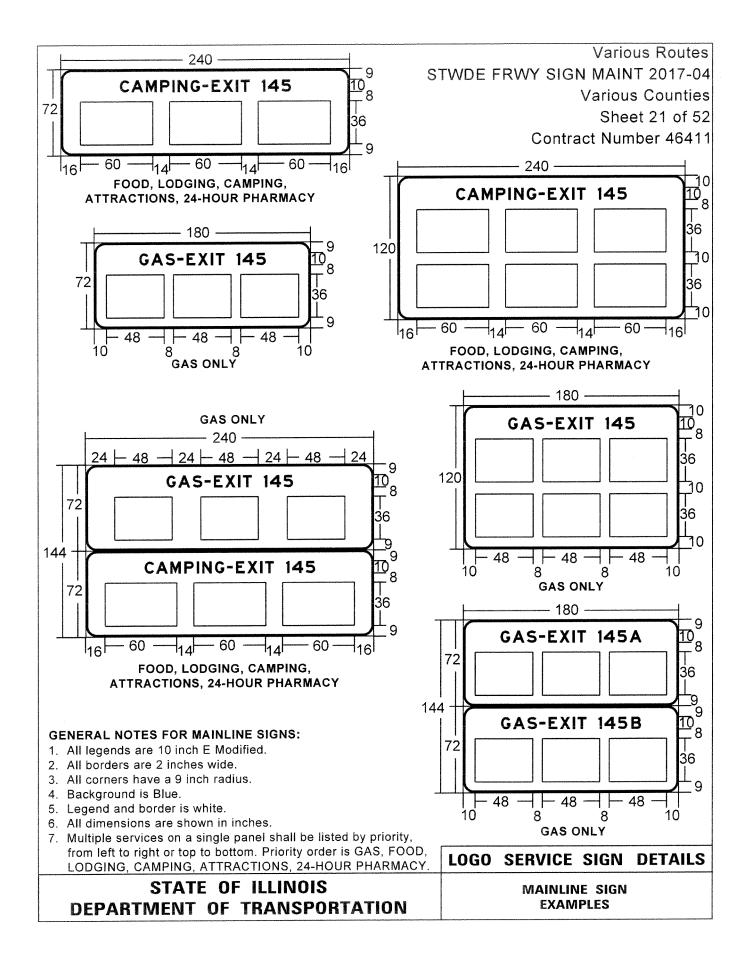


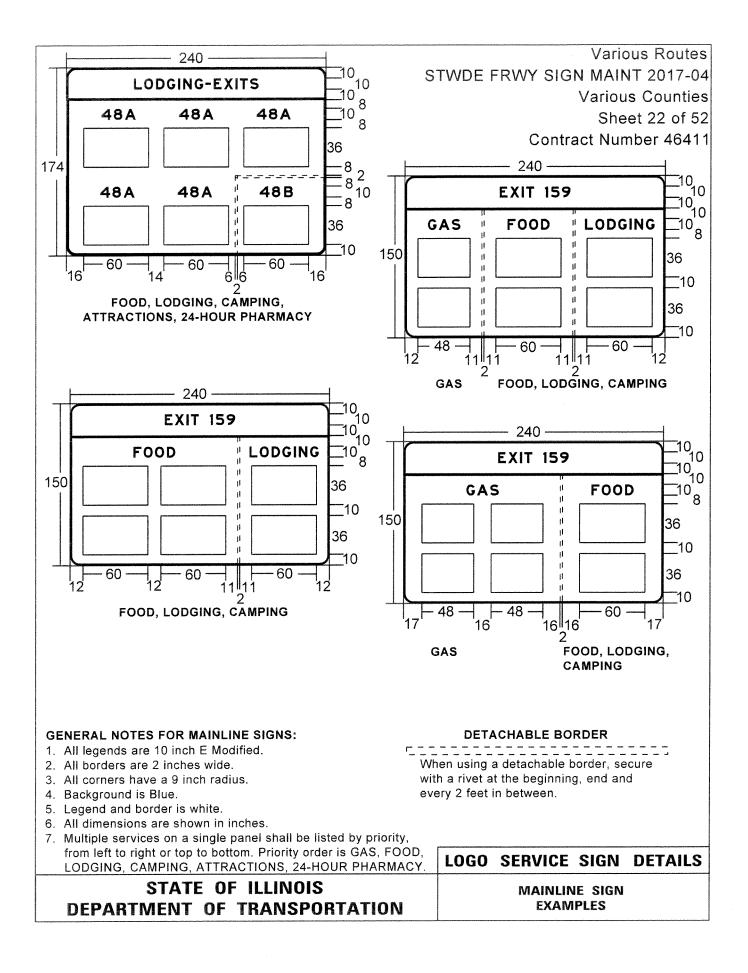


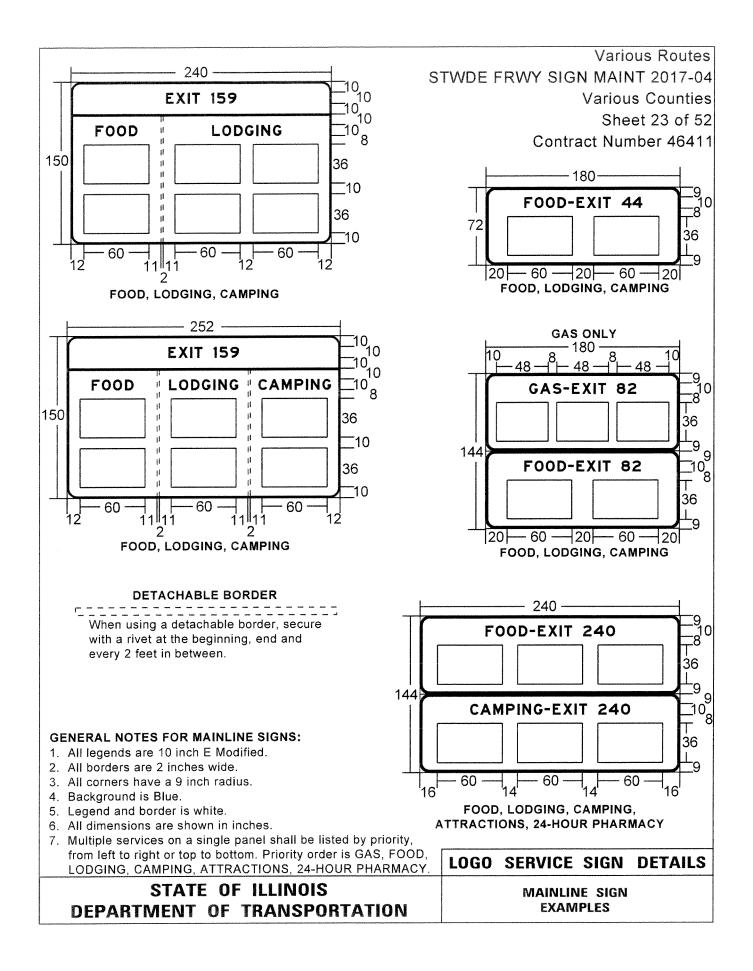


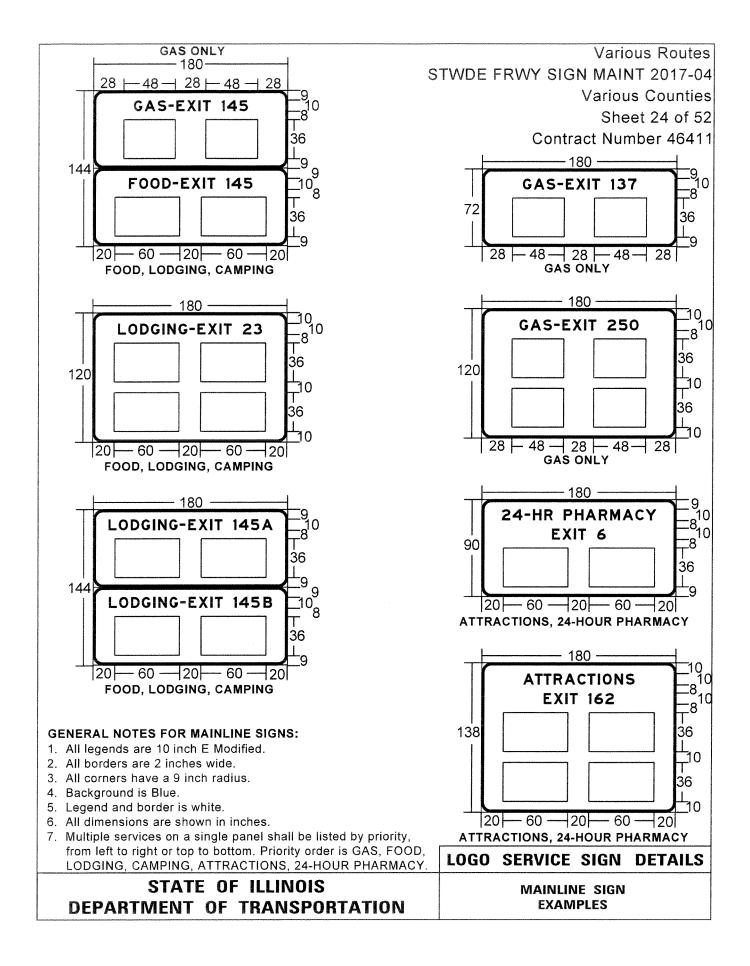


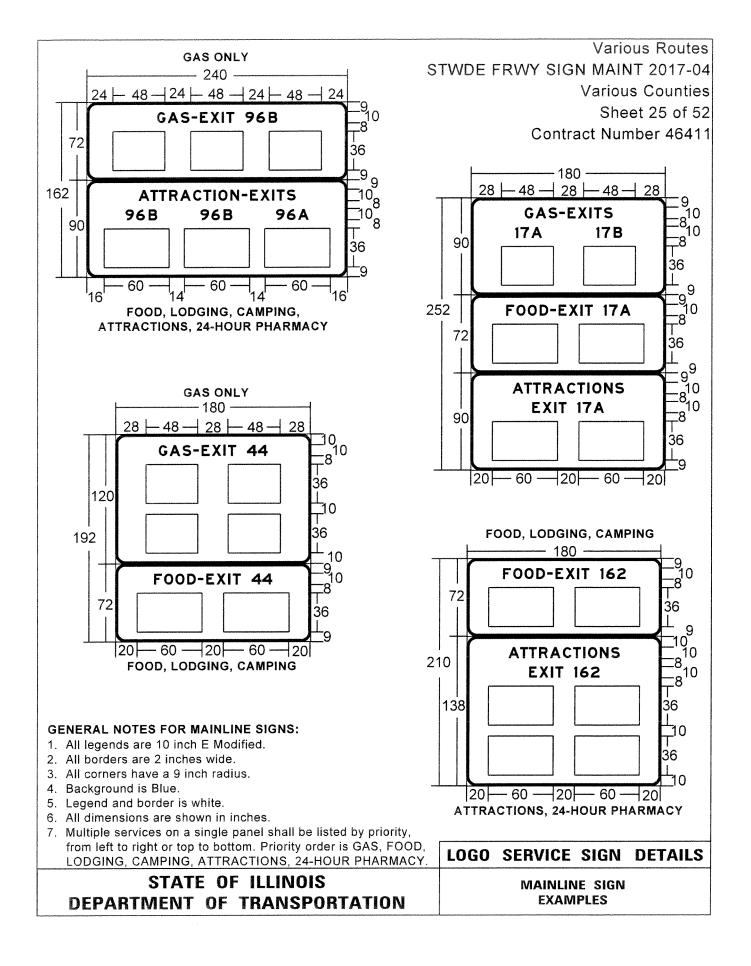


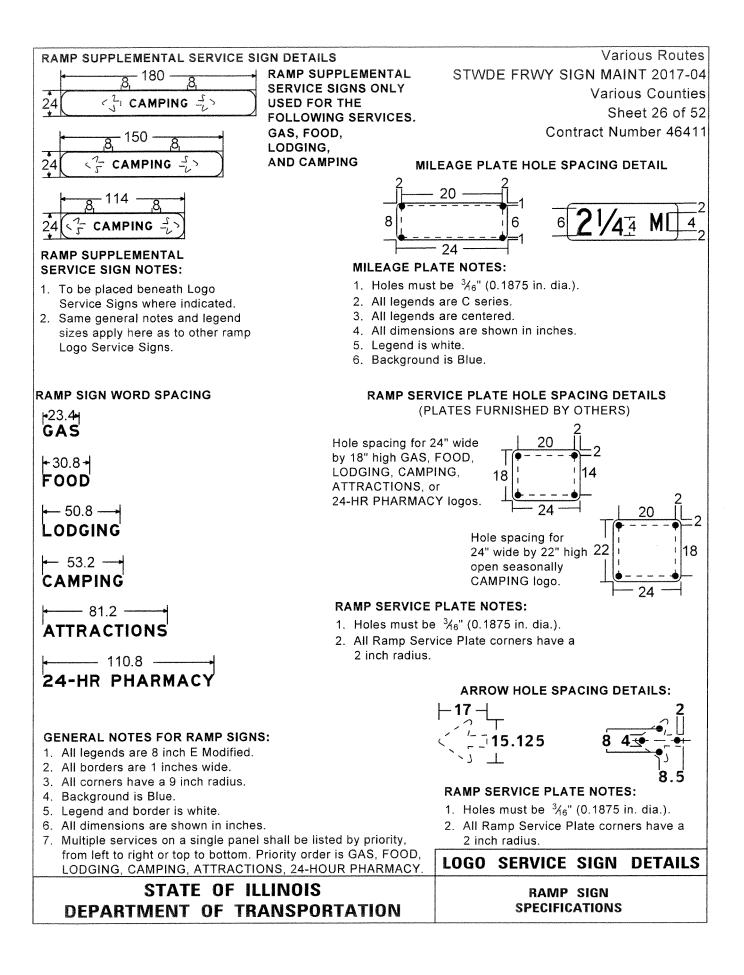


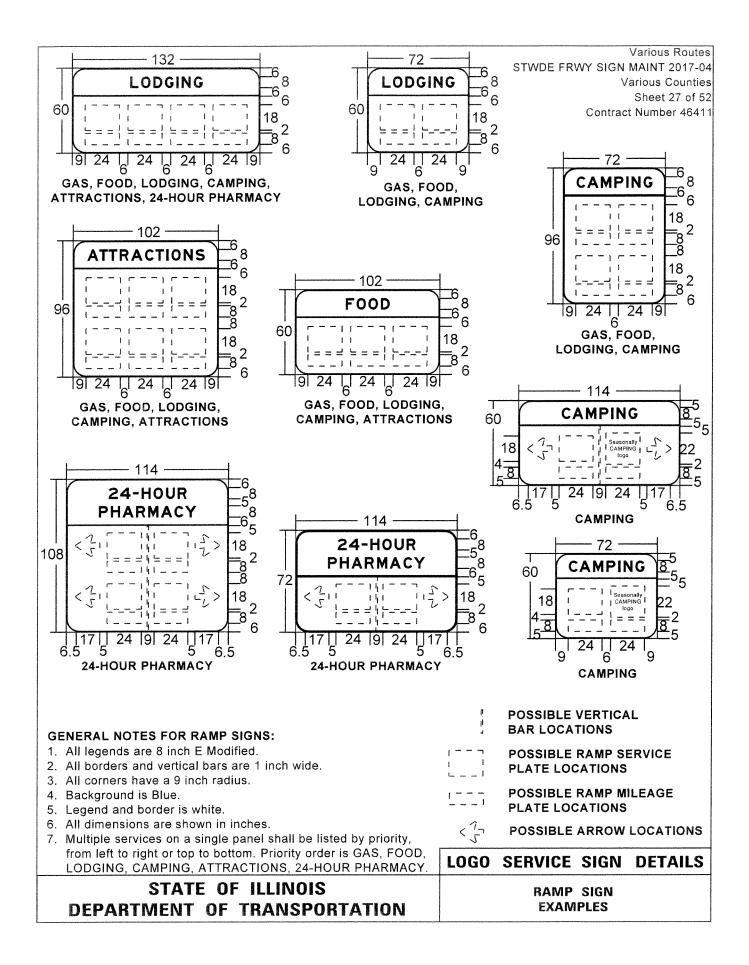


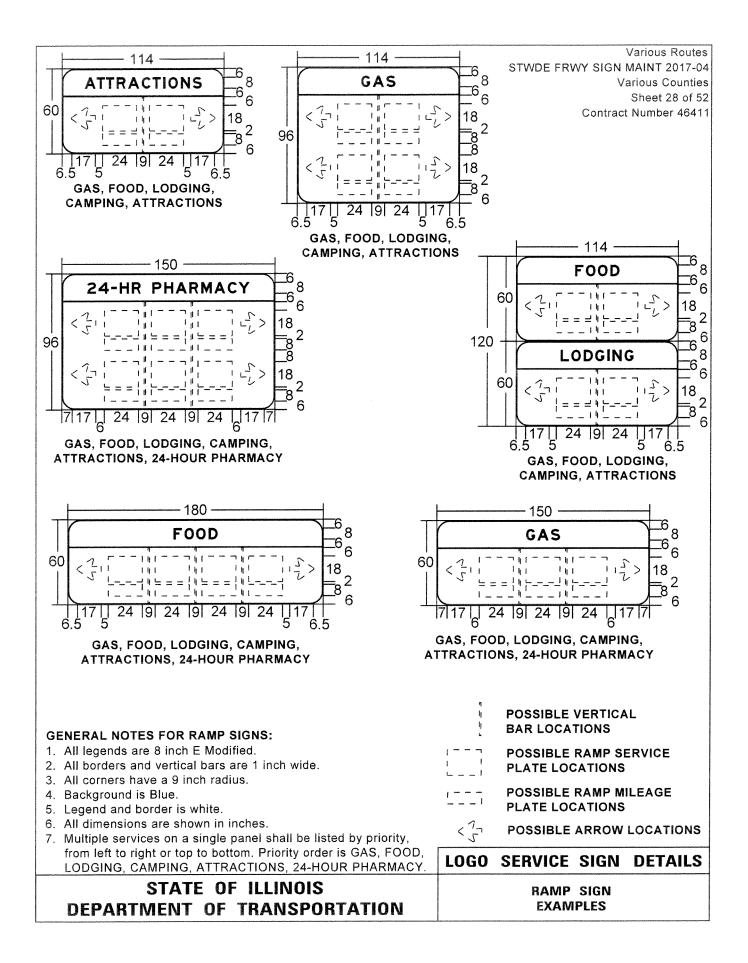


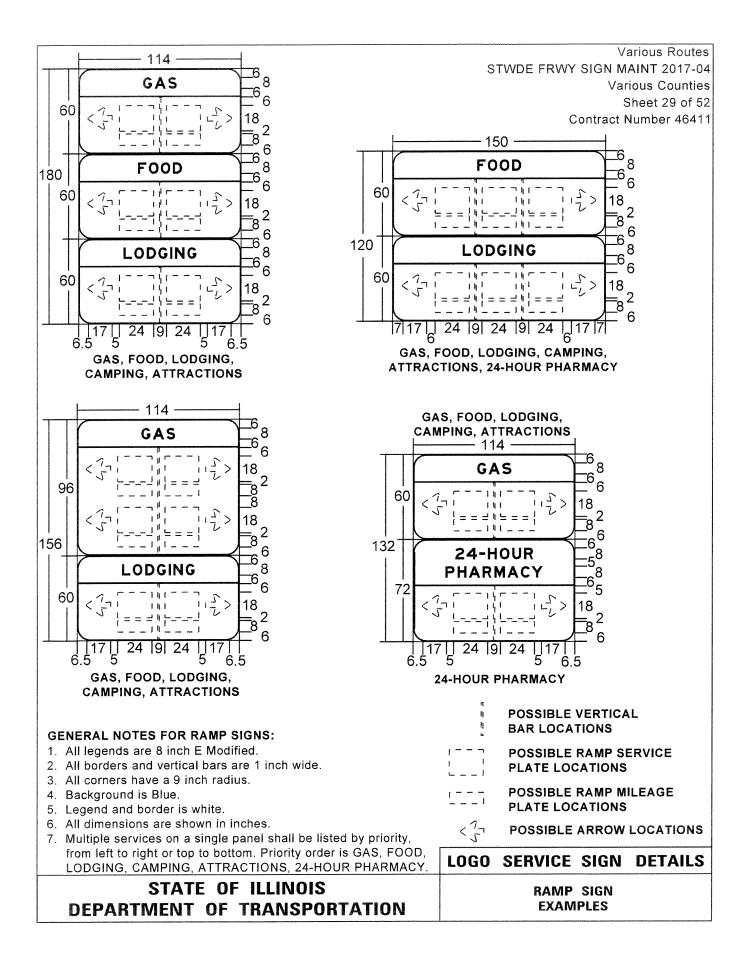


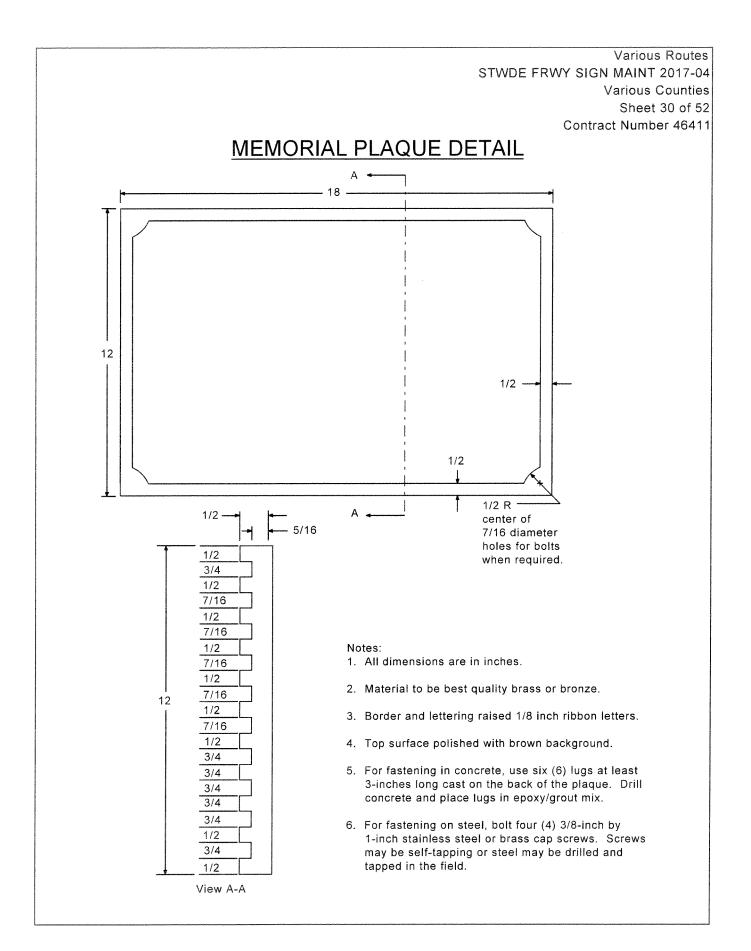


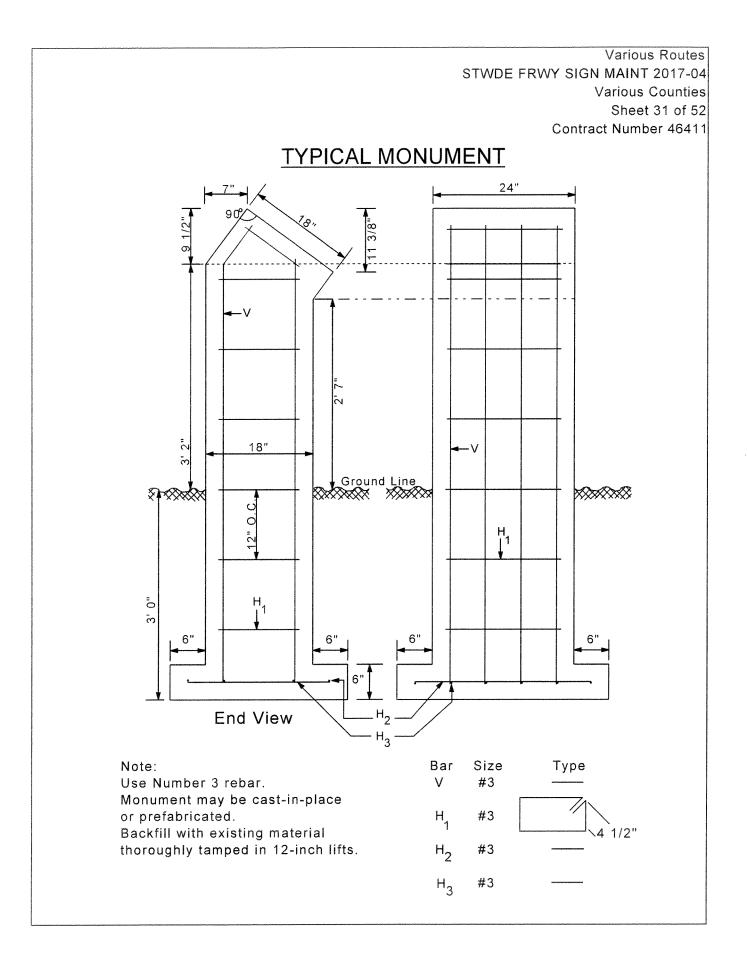


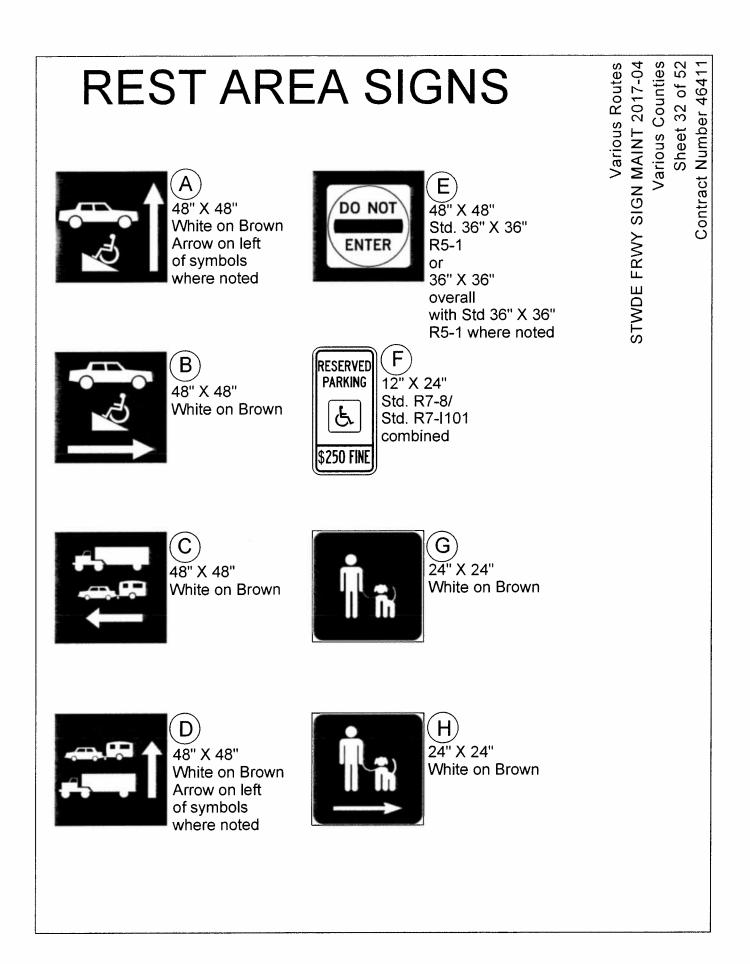


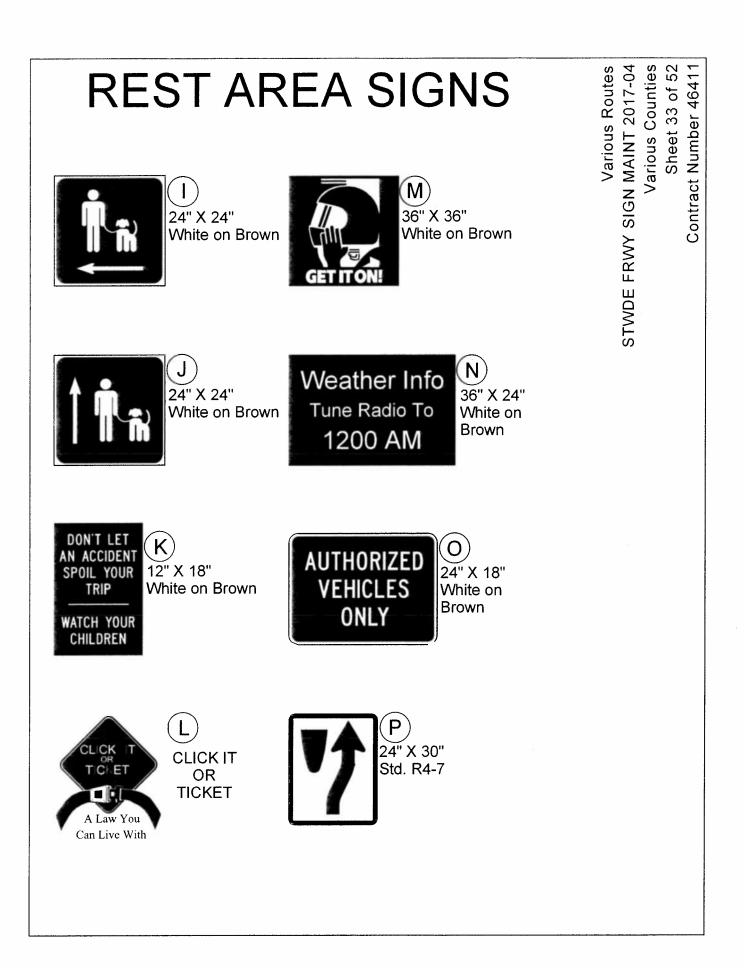


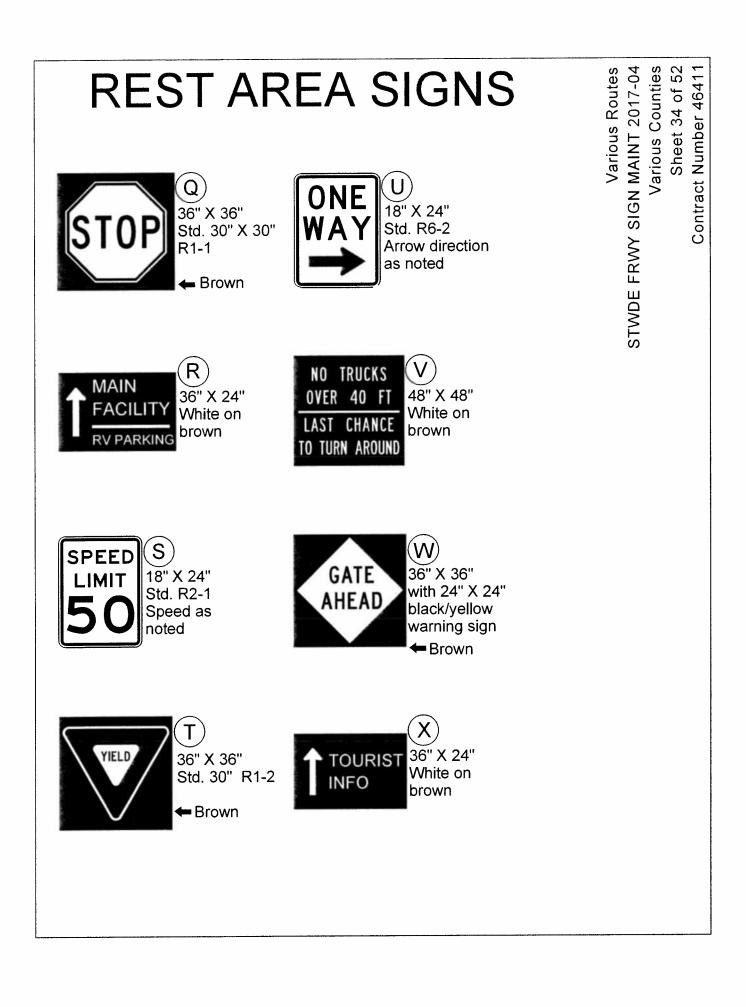


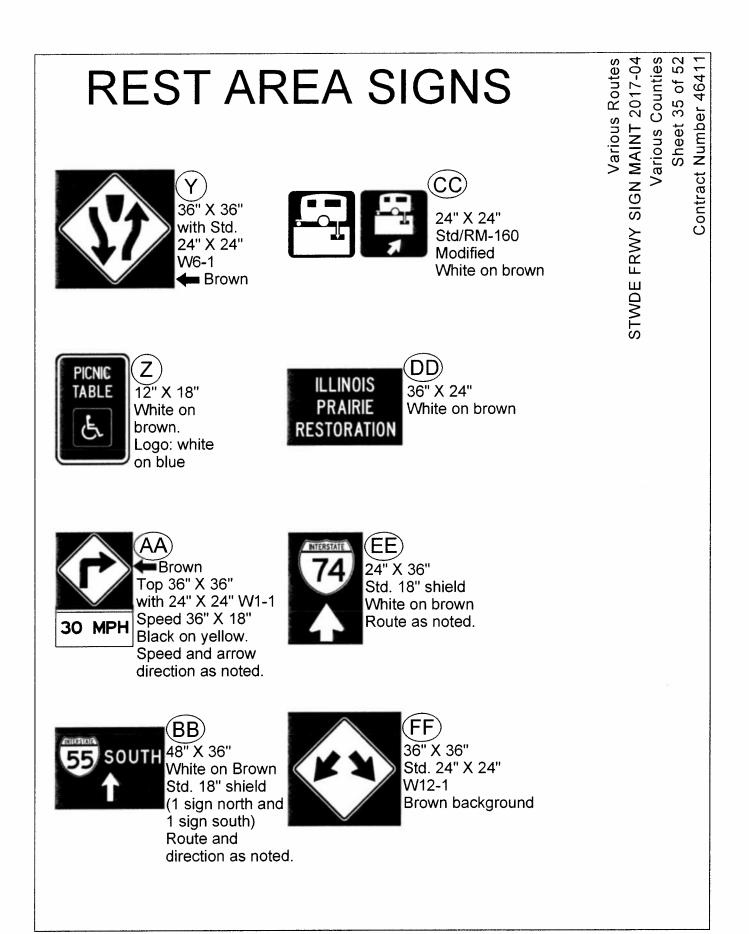


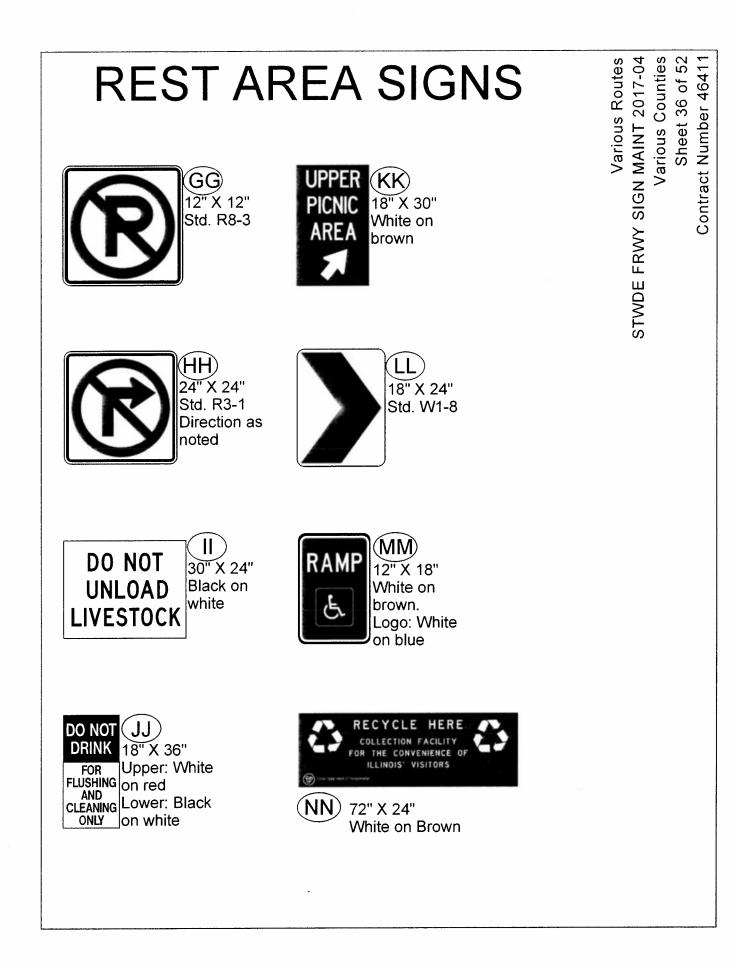












REST AREA SIGNS



00 48" X 48" White on Brown Arrow on left of symbols where noted



48" X 48" White on Brown

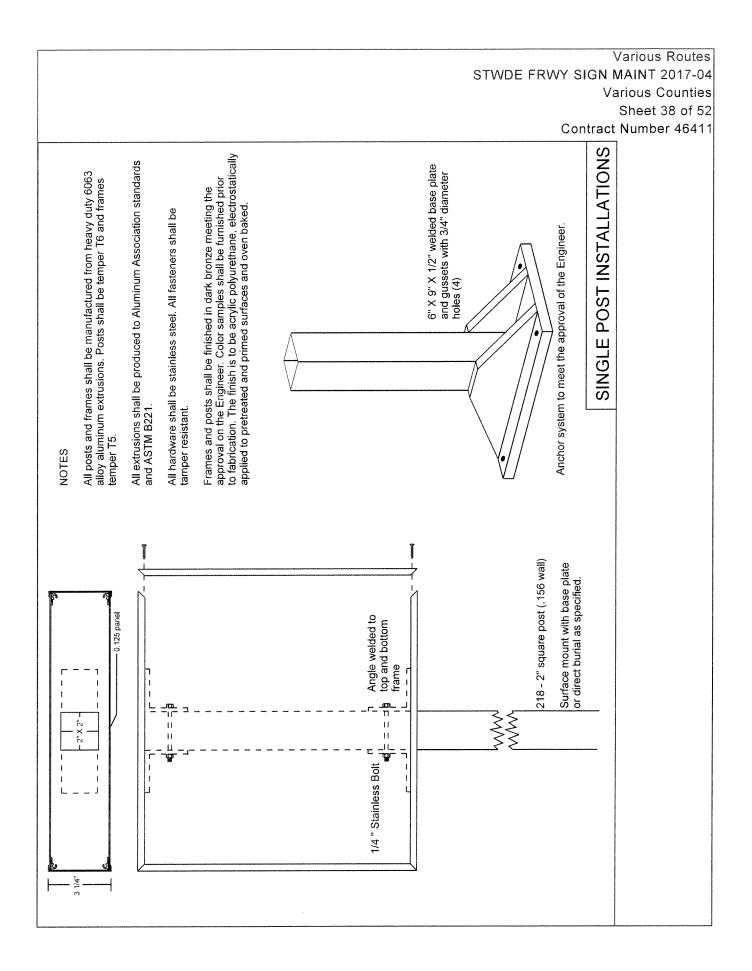
(PP)

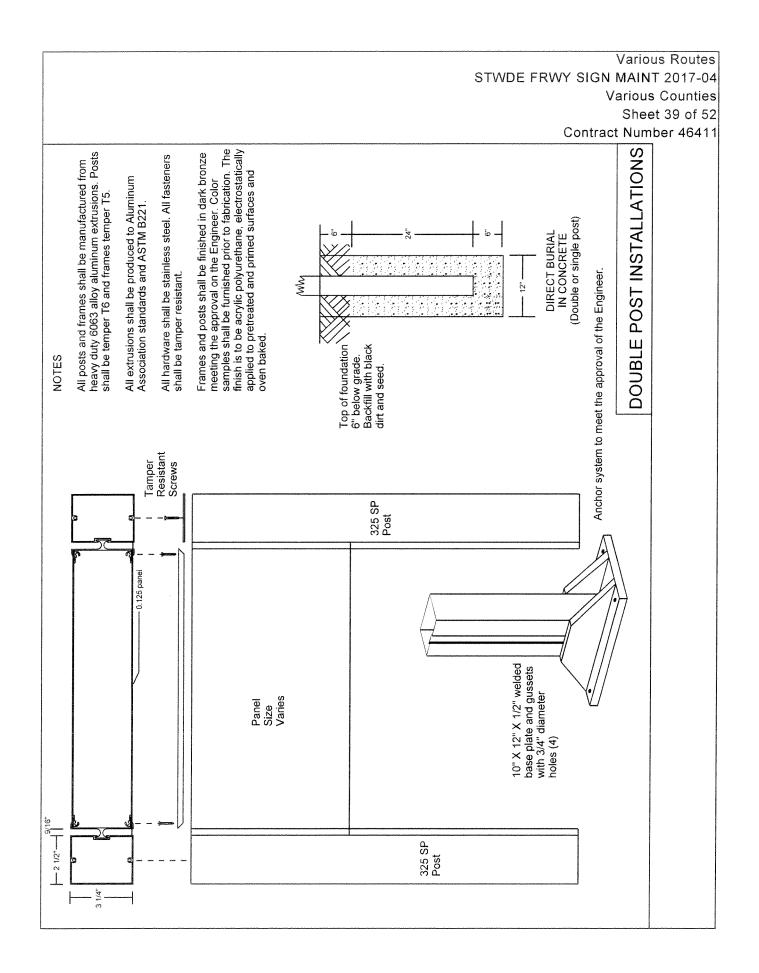


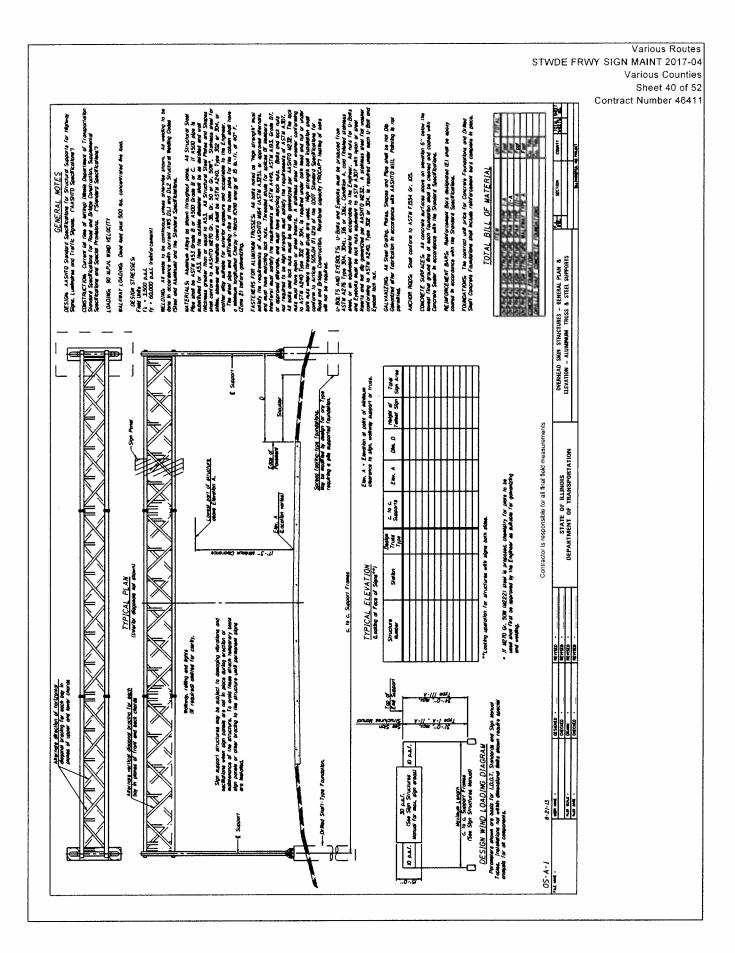
QQ) 48" X 48" Std. W11-2 Brown background

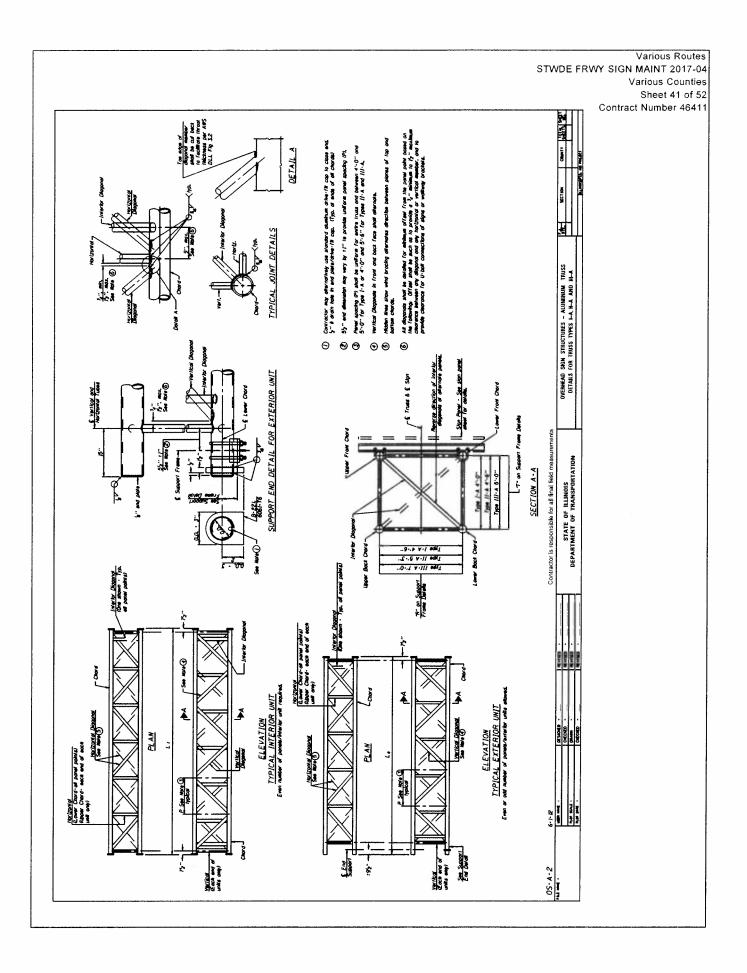


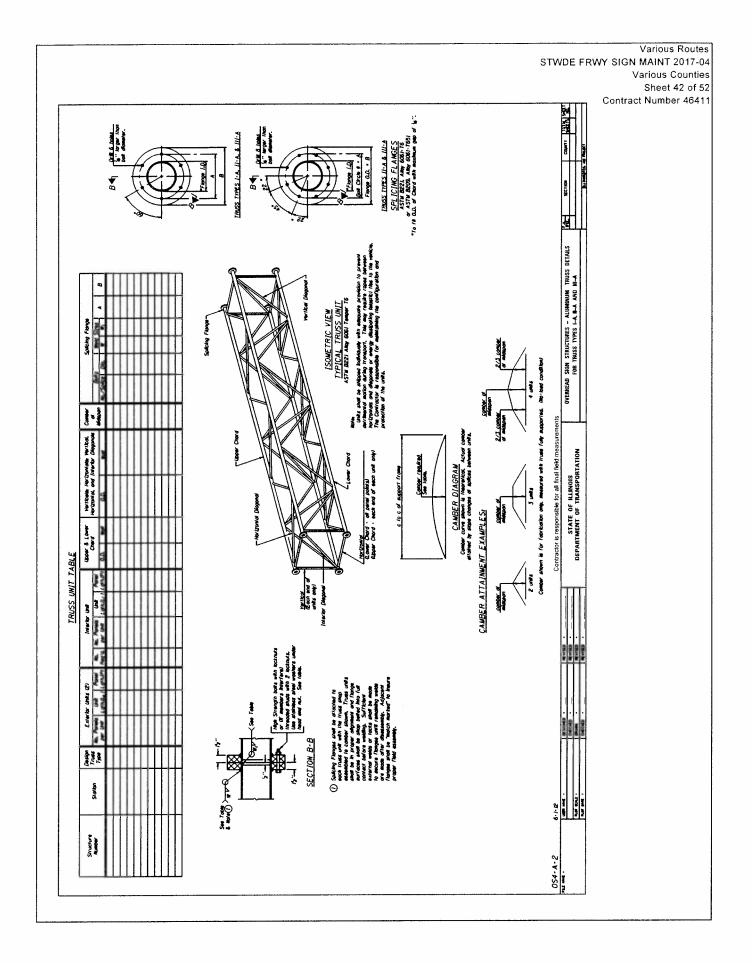
RR) 12" X 18" White on Brown Various Routes STWDE FRWY SIGN MAINT 2017-04 Various Counties Sheet 37 of 52 Contract Number 46411

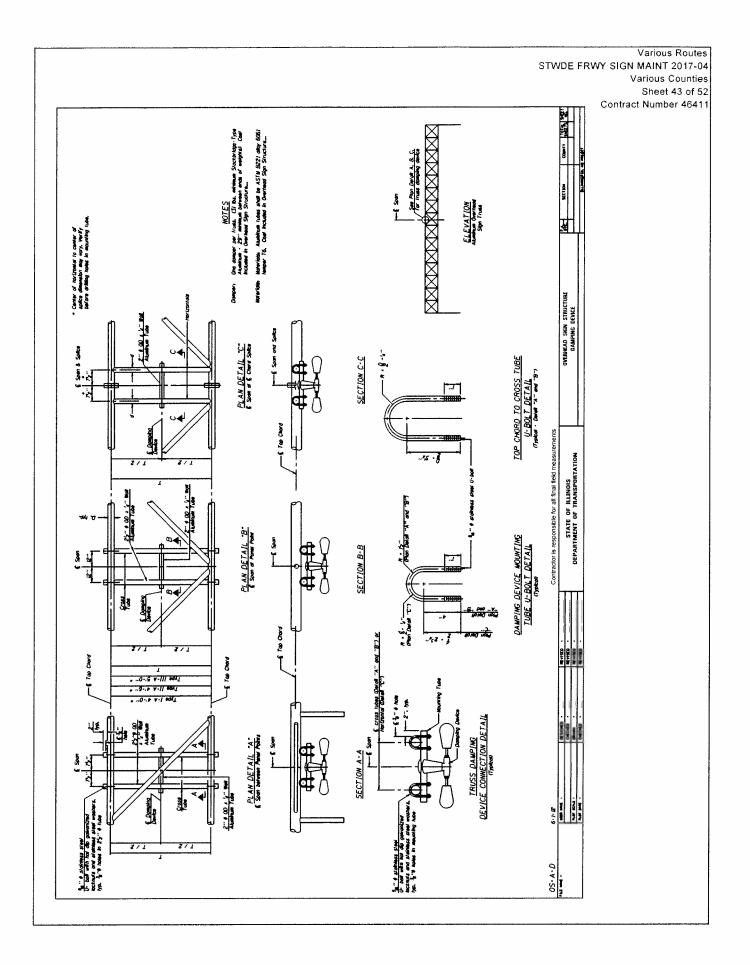


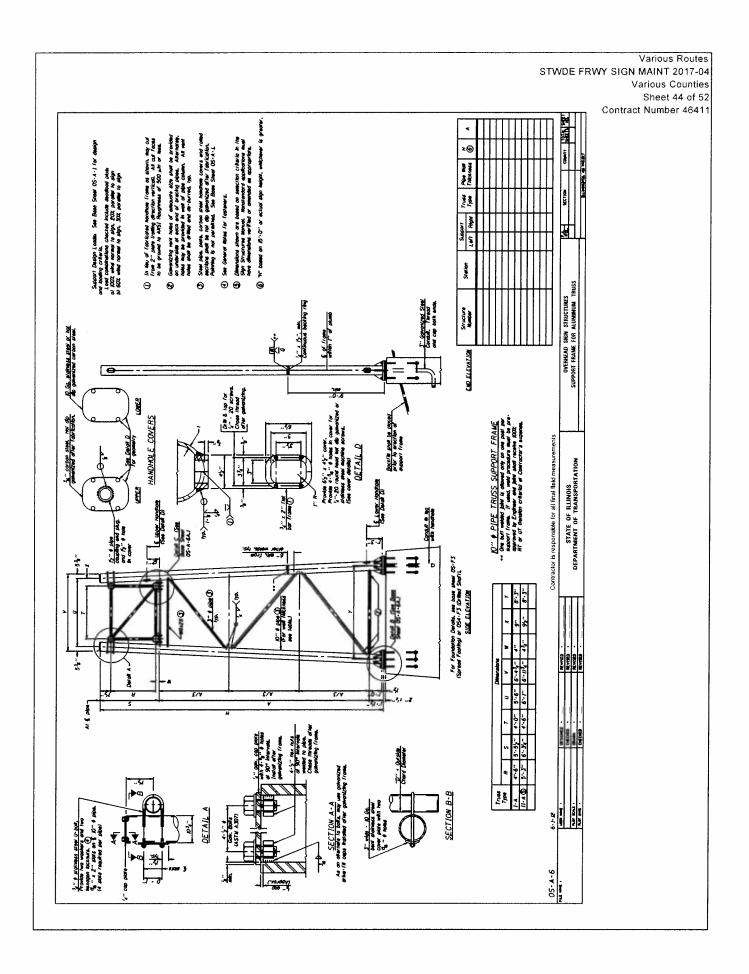


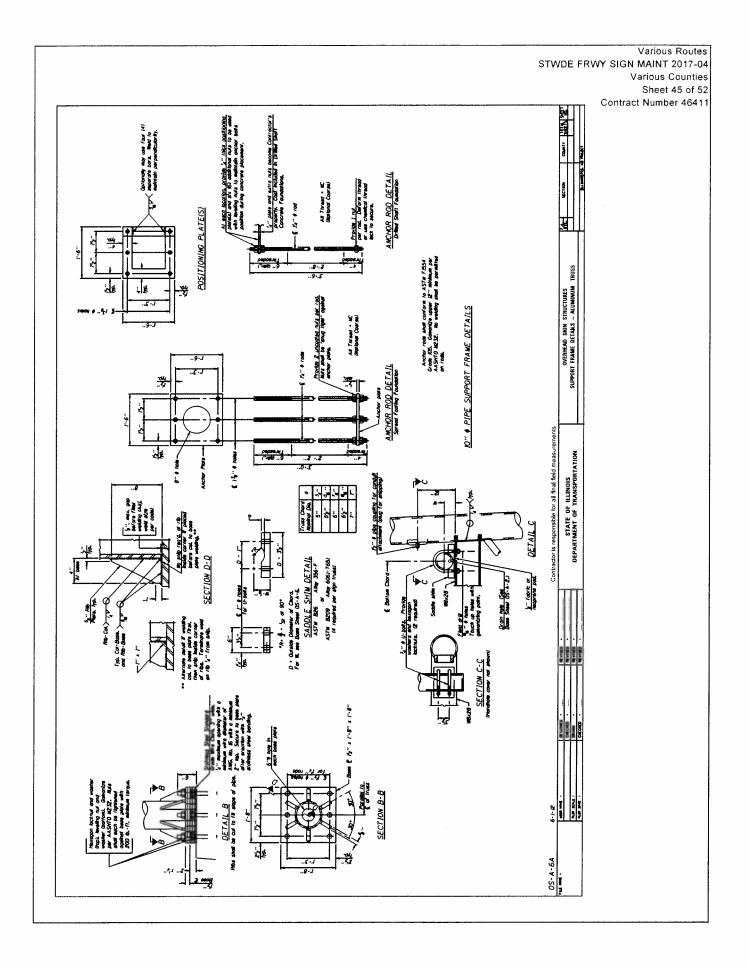


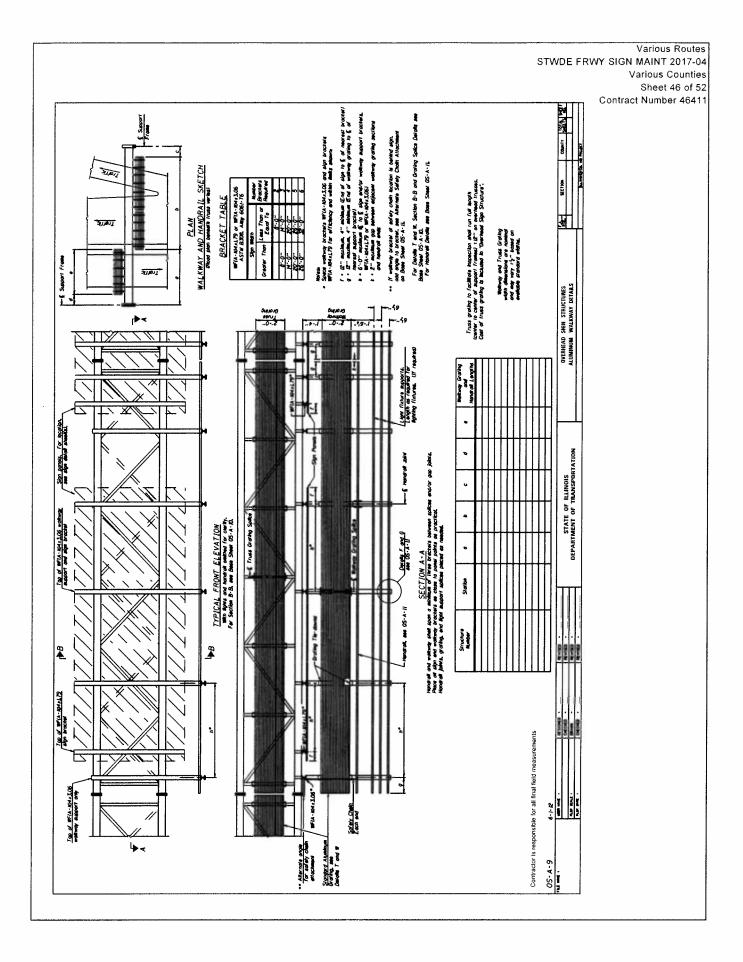


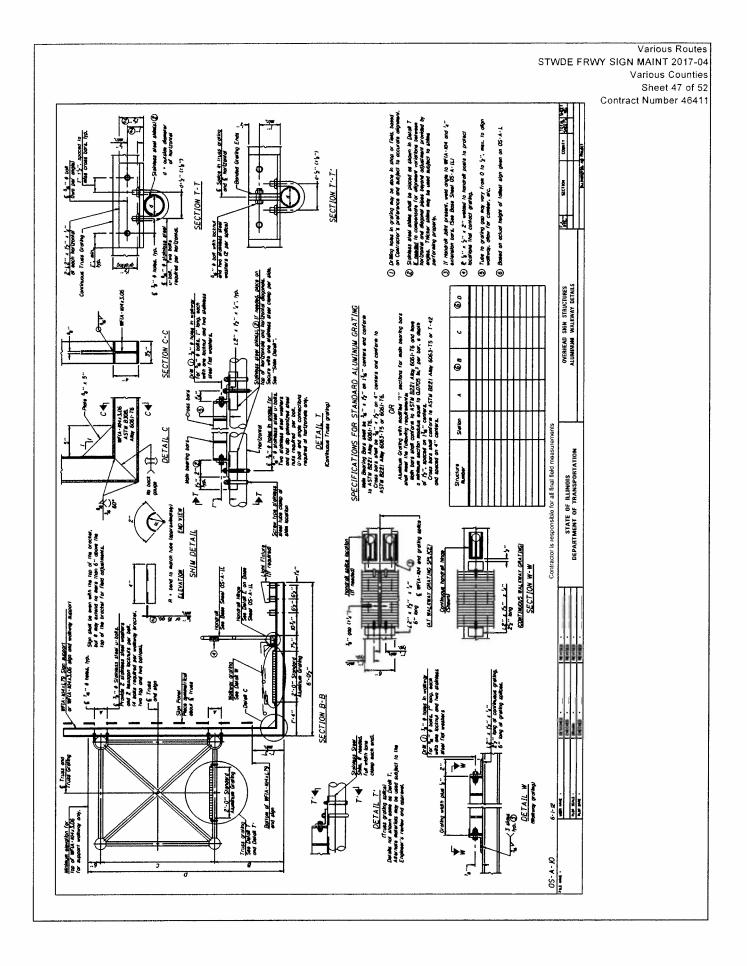


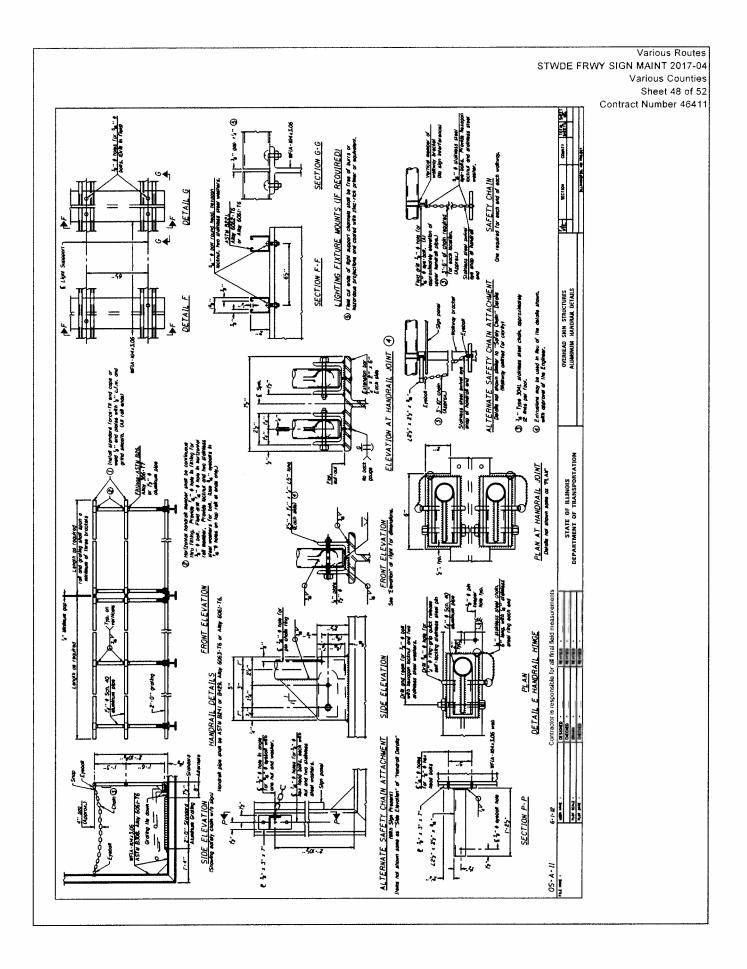


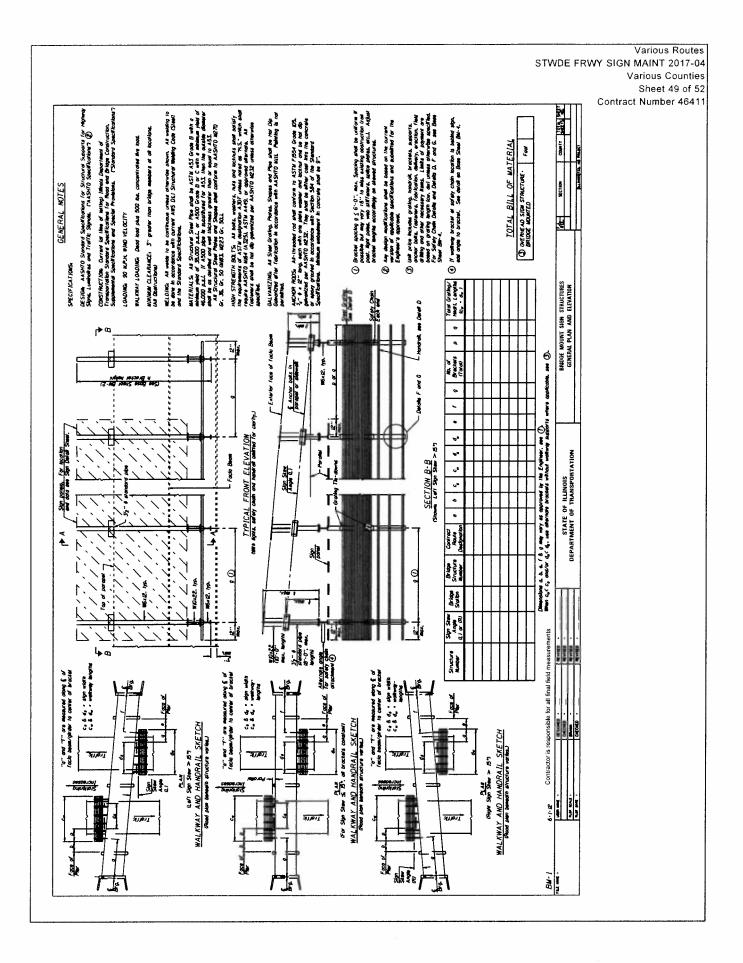


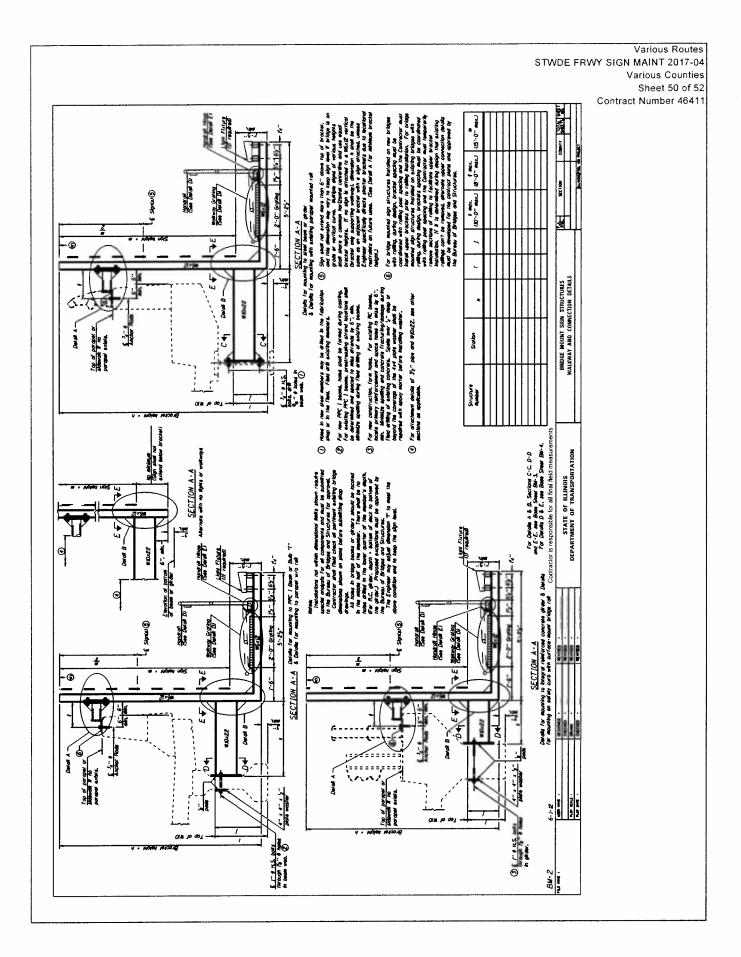


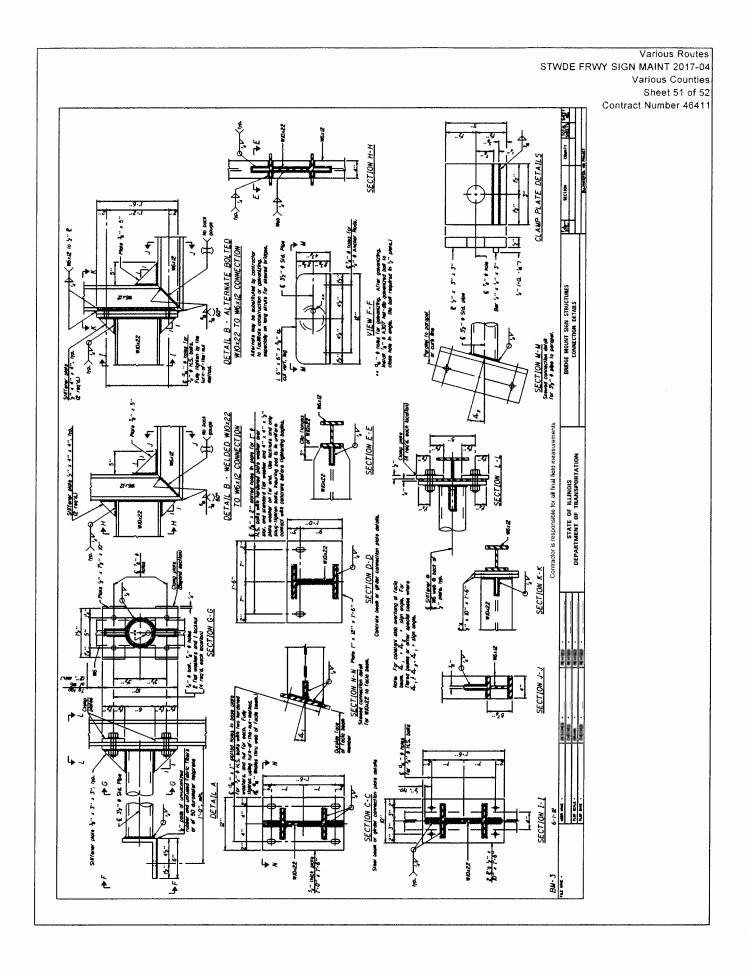


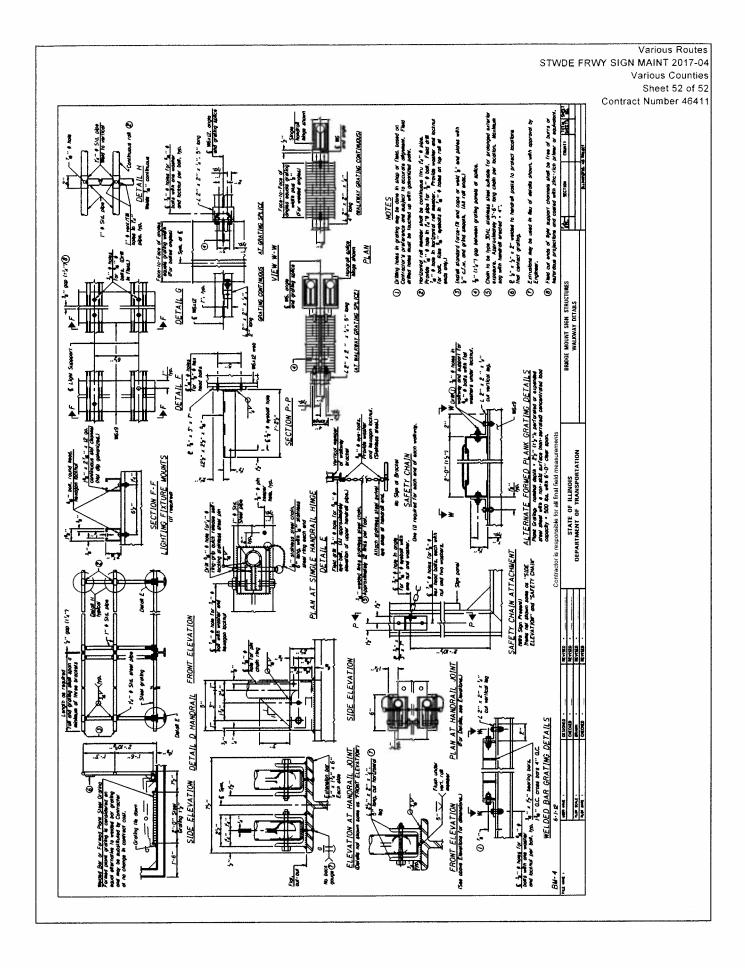












REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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.