

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING 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, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Do not include certificates with your bid.** Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – 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. The actual reading of the bids does not begin until approximately 10:30 AM.

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 10, 2016

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. 76J43
Various Counties
Section DIST. 8 L TS 2016-1
Various Routes
District 8 Formal Contracts**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

- Contract No. 76J43**
- Various Counties**
- Section DIST. 8 L TS 2016-1**
- Various Routes**
- District 8 Formal Contracts**

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

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 76J43

State Job # - C-98-017-16

Project Number

Route

County Name - VARIOUS- -

VARIOUS

Code - 0 - -

District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000001	JOURNEY ELECTRICIAN	HOUR	4,905.000				
XP000002	APPRENT ELECTRICIAN	HOUR	11.000				
XP000009	PICK-UP TRUCK	HOUR	195.000				
XP000012	ARROWBOARD TRAILR MNT	HOUR	62.000				
XP000013	ATTEN CRASH TRUCK MNT	HOUR	1,100.000				
XP000014	TRUCK CRANE	HOUR	5.000				
XP000015	DIGGER DERRICK	HOUR	130.000				
XP000028	LABOR	HOUR	94.000				
XP000029	BUCKET TR V TRAFF SIG	HOUR	644.000				
XP000030	BUCKET TR HIGHW LIGHT	HOUR	1,246.000				
XP000031	POLE TRAILER	HOUR	60.000				
XP000032	FLATBED TRAILER	HOUR	16.000				
XP000034	GENERATOR SET	HOUR	44.000				
XP000035	PUMP ELEC SUBMERSIBLE	HOUR	5.000				
XP000036	PUMP GAS 2 LESS	HOUR	5.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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 CONTRACT
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76J43

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Project Number

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County Name - VARIOUS-

VARIOUS

Code - 0 - -

District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000101	ATQ 5A FUSE 200	EACH	1.000				
XP000102	FNQ 5A FUSE	EACH	654.000				
XP000103	KTQ 5A FUSE	EACH	1.000				
XP000104	FNM 10A FUSE	EACH	1.000				
XP000105	FRNR 60A FUSE	EACH	2.000				
XP000106	BUCHANAN FUSEHLDR KIT	EACH	53.000				
XP000107	150W 240/480V HOR HPS	EACH	1.000				
XP000108	250W 240/480V HOR HPS	EACH	11.000				
XP000109	400W 240/480V HOR HPS	EACH	13.000				
XP000110	150W 240/480V MM HPS	EACH	1.000				
XP000111	250W 240/480V MM HPS	EACH	7.000				
XP000112	310W 240/480V MM HPS	EACH	1.000				
XP000113	400W 240/480V MM HPS	EACH	7.000				
XP000114	150W 240/480V ST HPS	EACH	1.000				
XP000115	150W HPS LAMP	EACH	100.000				

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76J43

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Project Number

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County Name - VARIOUS-

VARIOUS

Code - 0 - -

District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000116	250W HPS LAMP	EACH	215.000				
XP000117	310W HPS LAMP	EACH	1.000				
XP000118	400W HPS LAMP	EACH	351.000				
XP000119	150W 240/480V BLS KIT	EACH	25.000				
XP000120	250W 240/480V BLS KIT	EACH	53.000				
XP000121	310W 240/480V BLS KIT	EACH	1.000				
XP000122	400W 240/480V BLS KIT	EACH	100.000				
XP000123	SD 100 BU STARTER	EACH	1.000				
XP000124	SURGE ARR 20/240/480	EACH	3.000				
XP000125	PHOTO CNTRL 105V-285V	EACH	6.000				
XP000126	12 XLPE 1/C COPPER W	FEET	4,615.000				
XP000127	8 XLP-TYPE 1/C C WIRE	FEET	500.000				
XP000128	6 XLP-TYPE 1/C C WIRE	FEET	10,282.000				
XP000129	60A LIGHTNG CONTACTOR	EACH	2.000				
XP000130	100A LGHTNG CONTACTOR	EACH	2.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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 CONTRACT
 NUMBER -

76J43

State Job # - C-98-017-16

Project Number

Route

County Name - VARIOUS-

VARIOUS

Code - 0 - -

District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000131	15A CIRCUIT BREAKR 1P	EACH	1.000				
XP000132	50A CIRCUIT BREAKR 1P	EACH	1.000				
XP000133	20A CIRCUIT BREAKR 2P	EACH	1.000				
XP000134	30A CIRCUIT BREAKR 2P	EACH	1.000				
XP000135	50A CIRCUIT BREAKR 2P	EACH	1.000				
XP000136	100A CIRCUIT BRKR 2P	EACH	1.000				
XP000137	150A CIRCUIT BRKR 2P	EACH	1.000				
XP000138	200A CIRCUIT BRKR 2P	EACH	1.000				
XP000139	BREAKAWAY COUPLING 1	EACH	25.000				
XP000140	1/4 X 1/4 SS MESH	SQ FT	2.000				
XP000141	ALUMINUM S BASE PELCO	EACH	80.000				
XP000142	ALUM S POST 13' SCH80	EACH	3.000				
XP000143	LVR 12 5 VANE 0 DEG	EACH	1.000				
XP000144	LOUVER GEO PROG 12	EACH	2.000				
XP000145	MAST ARM BRACKET 3SEC	EACH	7.000				

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VARIOUS

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District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000146	MAST ARM BRACKET 4SEC	EACH	2.000				
XP000147	MAST ARM BRACKET 5SEC	EACH	8.000				
XP000148	HORIZONTAL TERMINAL A	EACH	1.000				
XP000158	LAMP SIGNAL 69W LLL	EACH	1.000				
XP000159	LAMP SIGNAL 116W LL	EACH	5.000				
XP000160	LAMP SIGNAL 135W LL	EACH	7.000				
XP000161	LAMP QTZ HAL 43W 10 8	EACH	41.000				
XP000164	SH P LED 1S 12 RY EM	EACH	6.000				
XP000165	SH P LED 3S 12 RY EM	EACH	70.000				
XP000166	SH P LED 4S 12 RY EM	EACH	3.000				
XP000167	SH P LED 5S 12 RY EM	EACH	12.000				
XP000168	P HEAD P LED 2S 12 EM	EACH	17.000				
XP000169	LAMP LED LAMP	EACH	400.000				
XP000170	ELEC C 2/C 14 TW SH	FEET	3,221.000				
XP000171	ELEC C 3PR 18 TW SH	FEET	10.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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Code - 0 - -

District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000172	ELEC C 5PR 18 TW SH	FEET	10.000				
XP000173	ELEC C 6PR 18 TW SH	FEET	2,191.000				
XP000174	ELEC CABLE 2/C #14	FEET	1,242.000				
XP000175	ELEC CABLE 3/C #14	FEET	988.000				
XP000176	ELEC CABLE 5/C #14	FEET	4,515.000				
XP000177	ELEC CABLE 7/C #14	FEET	1,964.000				
XP000178	GROUND WIRE #10	FEET	10.000				
XP000179	GRUND ROD 8' COPPER	EACH	1.000				
XP000180	SPLICE KIT 3M #72 N1	EACH	10.000				
XP000181	LOOP SEALANT BONDO606	GALLON	1.000				
XP000183	BACKPLATE ABS PLAS 3S	EACH	50.000				
XP000184	BACKPLATE ABS PLAS 4S	EACH	10.000				
XP000185	BACKPLATE ABS PLAS 5S	EACH	18.000				
XP000186	J BOX NEMA 4X SS ABLK	EACH	1.000				
XP000187	HDHLE F&C N R6660JP	EACH	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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76J43

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VARIOUS

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District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000188	HANDHOLE, COV NEENAH	EACH	10.000				
XP000189	GULFBOX JUNCTION	EACH	1.000				
XP000190	TERMINAL FACILITY COM	EACH	1.000				
XP000191	SN IL FO 24X30 NLRTLY	EACH	1.000				
XP000192	SN IL FO 24X30 NLTRT	EACH	1.000				
XP000193	MONITOR, NEMA, C, 12C	EACH	1.000				
XP000194	RELAY FLASH TRAN MID	EACH	1.000				
XP000195	DET NEMA DIG 1CH SM	EACH	1.000				
XP000196	DET NEMA DIG 2CH RM	EACH	1.000				
XP000197	DET PWR SUPPLY 2CH RM	EACH	1.000				
XP000198	CAB SIGN CONT AL T4 C	EACH	1.000				
XP000199	FLASHER NEMA	EACH	5.000				
XP000200	LOAD SWITCH NEMA	EACH	22.000				
XP000201	CONTROLLER, SIGNAL	EACH	1.000				
XP000202	MONITOR, INTERSECTION	EACH	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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76J43

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Project Number

Route

County Name - VARIOUS-

VARIOUS

Code - 0 - -

District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000203	COLD GALV SPRAY CAN	EACH	1.000				
XP000204	AL LP 45 COMP RWTA TB	EACH	1.000				
XP000205	AL LP MAST ARM 15 TS	EACH	8.000				
XP000206	AL TRS BS 13UBC 17LBC	EACH	1.000				
XP000207	AL LP 45 COMP RD BPC	EACH	1.000				
XP000208	AL TB 15 15U 17L BPCC	EACH	22.000				
XP000209	UP & LOW ARM AS UP AL	EACH	103.000				
XP000210	FLS CON CAB AS NEMA E	EACH	1.000				
XP000300	TRAFFIC SIGNAL RELAMP	EACH	1.000				
XP000301	TRAFFIC SIG LAMP REPL	EACH	325.000				
XP000302	FLASHING BEACON INSP	EACH	1.000				
XP000303	TOWER LIGHTING INSP	EACH	1.000				
XP000304	REP SERV INSTALL COMP	EACH	1.000				
XP000307	REP TRAF SIGNAL KNDN	EACH	67.000				
XP000308	REP FLASH BEAC KNDN	EACH	6.000				

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76J43

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District - 8 - -

Section Number - DIST. 8 L TS 2016-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XP000309	REP HGWY L POL KNDN	EACH	31.000				
XP000310	REPL HWY L POL BR D C	EACH	1.000				
XP000311	REPL HWY L POL BR T B	EACH	1.000				
XP000312	REPL TRAF SIG P BS AS	EACH	3.000				
X1400096	LED LAMP MOD REPLACE	EACH	300.000				
X7010218	TRAF CONT & PROT SPL	EACH	28.000				
X8860400	DET LOOP SPL	FOOT	5,040.000				
Z0076604	TRAINEES TPG	HOUR	500.000		15.000		7,500.000

CONTRACT NUMBER

76J43

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. **Conflicts of Interest**

Section 50-13. Conflicts of Interest.

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

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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.

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C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

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H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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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.

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

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IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

Yes ___ No ___

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

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

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

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

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

4. 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: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

- 1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts... 2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information...

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

**Contract No. 76J43
Various Counties
Section DIST. 8 L TS 2016-1
Various Routes
District 8 Formal Contracts**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID
Contract No. 76J43
Various Counties
Section DIST. 8 L TS 2016-1
Various Routes
District 8 Formal Contracts

PROPOSAL SIGNATURE SHEET

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

Firm Name _____

(IF AN INDIVIDUAL) Signature of Owner _____

Business Address _____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP) Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

(IF A CORPORATION)

Attest _____

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

Business Address _____

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

(IF A JOINT VENTURE)

Attest _____

Signature

Business Address _____

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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



(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route _____

Section _____

Project _____

County _____

Letting Date _____

Contract No. _____

Letting Item No. _____

Total Bid _____

Contract DBE Goal _____

(Percent) (Dollar Amount)

(4) Assurance

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

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

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

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

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

_____ Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.
Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 76J43
Various Counties
Section DIST. 8 L TS 2016-1
Various Routes
District 8 Formal Contracts



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

RETURN WITH SUBCONTRACT

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

4. 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: _____ Date _____
Signature of Individual or Authorized Officer

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. June 10, 2016. 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. 76J43
Various Counties
Section DIST. 8 L TS 2016-1
Various Routes
District 8 Formal Contracts**

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

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

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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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 Dist 8 L TS 2016-1, Various Counties, Contract No. 76J43 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

Various locations in Region 5/District 8.

DESCRIPTION OF PROJECT

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

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

This work shall be done in accordance with Check Sheets No. 1, 3 and 5 of the IDOT Supplemental Specifications and Recurring Special Provisions and the "Weekly DBE Trucking Reports (BDE)" Special Provision, except as here-in modified.

PAYROLL AND STATEMENT OF COMPLIANCE:

Certified payroll, (FORM SBE 48 OR AN APPROVED FACSIMILE) and the Statement of Compliance, (FORM SBE 348) shall be submitted by two methods:

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.
2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 48 and SBE 348 forms shall be submitted weekly and will be considered late if received after midnight seven (7) business days after the payroll ending date.

WEEKLY DBE TRUCKING REPORT:

The Weekly DBE Trucking Report, (FORM SBE 723) shall be submitted electronically. Scan the form to a PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 723 forms shall be submitted weekly and will be considered late if received after midnight ten (10) business days following the reporting period.

MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

The Monthly Labor Summary Report (MLSR) shall be submitted by one of two methods:

1. For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form D8 PI0148. Submit the ORIGINAL report by mail to the Regional Engineer for District Eight. Contractors also have the option of using the method #2 outlined below.
2. For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". This file shall be submitted by e-mail using specific file formatting criteria provided by the District EEO Officer. Contractors must submit a sample text file to District 8 for review at least fourteen (14) days prior to the start of construction.

The Monthly Contract Activity Report (MCAR) may be typed or clearly handwritten using Form D8 PI0149.

The Monthly Labor Summary Report and the Monthly Contract Activity Report shall be submitted concurrently. If the method of transmittal is method #1 above then both the MLSR and the MCAR shall be mailed together in the same envelope. If the method of transmittal is method #2 above then the MCAR shall be scanned to a .pdf file and attached to the email containing the MLSR .txt file.

The MLSR and MCAR must be submitted for each consecutive month, for the duration of the project, and will be considered late if received after midnight ten (10) calendar days following the reporting period.

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

The ORIGINAL and one copy of the Request for Approval of Subcontractor (FORM BC 260A) shall be submitted to the District at the IDOT Preconstruction Conference.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

The ORIGINAL and one copy of the Substance Abuse Prevention Program Certification (FORM BC 261) shall be submitted to the District at the IDOT Preconstruction Conference.

The Contractor is required to follow submittal procedures as provided by the EEO Officer at the preconstruction conference and to follow all revisions to those procedures as issued thereafter.

If a report is rejected, it is the contractor's responsibility to make required adjustments and/or corrections and resubmit the report. Reports not submitted and accepted within the established timeframes will be considered late.

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. **Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.**

This Special Provision must be included in each subcontract agreement.

ALL HARD COPY FORMS TO BE SUBMITTED TO:

Region 5 Engineer
Illinois Department of Transportation
ATTN: EEO/LABOR OFFICE
1102 Eastport Plaza Drive
Collinsville, IL 62234-6198

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

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

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

TERM OF CONTRACT

This contract shall commence upon the last dated signature of parties or July 1, 2016 (whichever is latest) and terminate September 30, 2017. All issued work orders must be completed by termination date and must be invoiced to IDOT within 45 calendar days of the termination date.

TERMINATION FOR CAUSE

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

PRE-CONSTRUCTION MEETING

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

GENERAL

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

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

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

ASSIGNMENT OF WORK

Nothing in this contract shall be construed to provide the Contractor the exclusive right to service the Department's electrical facilities in District 8. The Department reserves the right to perform any and all work on these electrical devices with its own forces or to assign another Contractor to work within District 8.

WORK ORDERS

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

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

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

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

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

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



Work Order

Requested By: _____ Date: _____ Time: _____

Assigned To: _____ Received From: _____

Traffic Signal Highway Lighting Flashing Beacon Misc. _____
 Service Call Knock Down Other Work COD #: _____

Location: _____

Problem:

Ref/Accident #: _____ Claim #: _____

Remarks: _____

Completed By: _____ Date/Time Completed: _____

TRAVEL EXPENSE

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

RESPONSE TIMES

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

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

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

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

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

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

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

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

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

FAILURE TO MEET RESPONSE TIME /LIQUIDATED DAMAGES

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

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

Work Order Amount: Liquidated Damages for:

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

* After applicable response time expires

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

Work Order Amount: Liquidated Damages for:

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

* After applicable completion time expires

CONTROL OF WORK

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

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

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

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

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

TRAFFIC CONTROL AND PROTECTION

This work includes furnishing, installing, maintaining, replacing, relocating and removal of work zone traffic control and protection. This work shall be according to Section 701 of the Standard Specifications except as modified by this special provision and the highway standards shown on the plans. Signs and mountings, barricades and cones used for traffic control and protection are incidental to the contract and will not be paid for separately. For Routine Work Items, traffic control and protection is included in the cost of that item.

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

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

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

The work zone traffic control and protection for each work location shall be provided as designated by the Engineer. More than one traffic control standard may be indicated for each location. The traffic control highway standards may need to be modified and/or combined to protect all ramps, intersections and entrances near each work location. Traffic control signs may also need to be omitted or added for traffic entering the project site from ramps, intersections and entrances. No additional compensation will be allowed for these modifications.

Method of Measurement:

Traffic control and protection required under Standards 701201, 701206, 701401, 701406, 701421, 701422, 701446, 701451, 701456, 701601, 701606, 701701 will be measured for payment on an each basis only when the traffic control and protection applies to isolated stationary work areas and does not involve or is not a part of other protected areas.

A contiguous lateral movement of the work area causing a change in the location of traffic control devices, but not a longitudinal relocation of the work area, will not be considered a new location or installation.

Traffic control for highway standards 701201, 701206, 701301, 701401, 701406, 701421, 701422, 701446, 701451, 701456, 701601, 701606, 701701 will be paid for at the contract unit price per EACH for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

The following chart describes how many times each highway standard is anticipated to be used. This list shall not be considered all inclusive. Traffic control standards required are subject to change based on the location of the work to be done.

STANDARD	ESTIMATED NUMBER OF SETUPS
701201	1
701206	1
701401	1
701406	5
701421	5
701422	5
701446	1
701451	1
701456	1
701601	1
701606	1
701701	5

WORK ZONE LANE CLOSURE REQUEST
 Must be called B. Gielow (618-346-3287) or faxed (618-346-3266) to IDOT by 2:00 P.M. for daytime closure
 (1:00 PM Friday for Sat, Sun, & Mon closures), 11:00 AM for same night
DO NOT COMBINE CLOSURES USE INDIVIDUAL SHEETS FOR EACH HIGHWAY

Date(s) of Closure * Night

>>> * Use tomorrow's date if closure is after 4 P.M. <<<<

⇄ HIGHWAY & DIRECTION ⇄

<input type="checkbox"/> I 55/70	<input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> POPLAR ST. COMPLEX	<input type="checkbox"/> EB <input type="checkbox"/> WB
<input type="checkbox"/> I 64	<input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> I 55/70 (Mainline)	
<input type="checkbox"/> I 70	<input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> WB C-D <input type="checkbox"/> EB C-D	
<input type="checkbox"/> I 255	<input type="checkbox"/> NB <input type="checkbox"/> SB	<input type="checkbox"/> Ramp 'G' Main St. to WB C-D	
<input type="checkbox"/> I-270	<input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> Ramp 'S' WB C-D to Tudor	
		<input type="checkbox"/> Ramp 'D' EB C-D to Tudor	
<input type="checkbox"/> IL 3	<input type="checkbox"/> NB <input type="checkbox"/> SB	<input type="checkbox"/> Ramp 'H' EB C-D to 4 th St.	
<input type="checkbox"/> IL 15	<input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> Ramp 'A' Tudor West to PSB	
<input type="checkbox"/> MLK Bridge	<input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> Ramp 'M' North to PSB	
		<input type="checkbox"/> Ramp 'P' North to EB C-D	
		<input type="checkbox"/> Ramp 'O' WB C-D to IL 3 South	
		<input type="checkbox"/> Ramp 'N' EB C-D to IL 3 South	

LOCATION: From or @ To:

LANES: <<Left In. to Right In.>> 1 2 3 4 5/6

MOVING STATIONARY

SHOULDERS Left Right

RAMPS Full Exit Partial (1/2) Entrance

TIMES: From: A.M. / P.M. To: A.M. / P.M.

From: A.M. / P.M. To: A.M. / P.M.

CLOSURE DESCRIPTION			
	LANE#	M	M
	LANE#	M	M
	LANE#	M	M
	LANE#	M	M

CONTRACTOR/YARD:

TRAFFIC CONTROL BY:

SUBMITTED BY:

PHONE NO: FAX NO:

MOBILE NO: PAGER NO:

Peak Hour Restrictions; Two (2) Lanes shall remain open at all times

I 55/70, I 64, I 270, MLK Bridge	6:00 a to 9:00a WB	3:00p to 6:00p EB
I 255 from I 270 to JB Bridge	6:00a to 9:00a NB&SB	3:00p to 6:00p NB&SB
IL 3 from IL 158 to I 270	6:00a to 9:00a NB&SB	3:00p to 6:00p NB&SB
IL 15 from IL 159 to Missouri	6:00a to 9:00a WB	3:00p to 6:00p EB

CONTRACTOR'S REPRESENTATIVE

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

SUPERVISION OF WORK FORCE

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

FACSIMILE MACHINE

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

PARTS AND MATERIALS

The Contractor shall submit unit costs for this contract for parts and materials to be used in the execution of this contract. Parts and Materials supplied by the Contractor, which have a retail value under \$25.00 per unit, shall be considered included in the contract and no additional compensation is allowed.

If the Contractor encounters a need for a part or material not listed in this contract or is not considered incidental part, the Contractor shall immediately contact the Department. If this part or material is deemed necessary, the Contractor must supply a billing invoice from the supplier showing actual cost of the item as documentation. The Contractor may add 15 percent mark-up to items not included in the contract.

When such parts and materials are furnished by the Contractor, the material shall be of the best grade of its respective kind, for the intended purpose. The Contractor is expected to make a good faith effort to purchase the parts and materials supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the Contractor shall be considered incidental to the contract, except for certain knockdown repairs, or when a special piece of equipment is required to properly transport the item(s).

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

This work will be paid for at the contract unit price per each for FUSE of the type specified; BUCHANAN FUSEHOLDER KIT; HORIZONTAL HPS FIXTURE of the wattage and voltage specified; MULTI-MOUNT HPS FIXTURE of the wattage and voltage specified; SIGN TRUSS HPS FIXTURE of the wattage and voltage specified; LAMP of the material and wattage and/or voltage specified; BALLAST KIT of the wattage and voltage specified; SD-100 BU STARTER; SURGE ARRESTOR (EDCO MODEL SHA-XXX3) X=20/240/480 VOLTS; PHOTO CONTROL, 105V-285V (ALR-MODEL SSTPV-ON); LIGHTING CONTACTOR of the amp specified; CIRCUIT BREAKER of the amp and pull specified; BREAKAWAY COUPLING, 1"; ALUMINUM SIGNAL BASE, SQUARE (PELCO); ALUMINUM SIGNAL POST, 13', SCH 80 (PELCO); LOUVER, 12", 5 VANE, 0 DEGREE CUT-OFF; LOUVER, GEOMETRICALLY PROGRAMMABLE, 12" (PELCO); MAST ARM BRACKET of the type specified; HORIZONTAL TERMINAL, ALUMINUM (PELCO); LAMP, SIGNAL of the wattage and type specified; SIGNAL HEAD of the material and type specified; PEDESTRIAN HEAD of the material and type specified; GROUND ROD, 8', COPPER CLAD; SPLICE KIT (3-M SCOTCHCAST #72-N1); BACKPLATE of the type specified; J BOX, NEMA, 4X, SS, 6"X8"X4", W/ ALUMINUM BACKPLATE & LOCK KIT; HANDHOLE, FRAME & COVER (NEENAH R-6660-JP); HANDHOLE, COVER ONLY (NEENAH R-6660-JP); GULFBOX, JUNCTION; TERMINAL FACILITY, COMPLETE; SIGN, ILLUMINATED of the type and size specified; MONITOR of the type specified; RELAY of the type specified; DETECTOR of the type specified; CABINET, SIGNAL CONTROLLER, ALUM., TYPE IV, W/MONITOR & ALL PLUG-INS, COMPLETE (ECONOLITE); FLASHER, NEMA; LOAD SWITCH, NEMA; CONTROLLER, SIGNAL, (ECONOLITE ASC/2S-2100); MONITOR INTERSECTION (ECONOLITE MONITOR II); COLD GALVANIZING, SPRAY CAN; ALUMINUM LIGHT POLE of the size and type specified; ALUMINUM TRANSFORMER BASE of the size and type specified; UPPER AND LOWER ARM ASSEMBLY, UNPAINTED ALUMINUM; FLASHER CONTROLLER CABINET ASSEMBLY, NEMA (PELCO SE-1005 OR EQUIVALENT); and at the contract unit price per foot for COPPER WIRE of the type specified; ELECTRICAL CABLE of the method of installation, type, size and number of conductors or pairs specified, GROUND WIRE, #10; and at the contract unit price per gallon for LOOP SEALANT (BONDO P606); and at the contract unit price per square foot for STAINLESS STEEL MESH of the size specified.

EQUIPMENT

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

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

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

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

This work will be paid for at the contract unit price per hour for PICK-UP TRUCK; TRUCK CRANE; DIGGER DERRICK, BUCKET TRUCK/VAN FOR TRAFFIC SIGNALS; BUCKET TRUCK FOR HIGHWAY LIGHTING; POLE TRAILER; FLATBED TRAILER; GENERATOR SET; PUMP, ELECTRIC, SUBMERSIBLE; or PUMP, GAS, 2" OR LESS.

JOURNEYMAN ELECTRICIAN

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

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

This work will be paid for at the contract unit price per hour for JOURNEYMAN ELECTRICIAN.

APPRENTICE ELECTRICIAN

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

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

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

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

This work will be paid for at the contract unit price per hour for APPRENTICE ELECTRICIAN.

LABOR

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

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

This work will be paid for at the contract unit price per hour for LABOR.

ARROWBOARDS AND ATTENUATORS

The arrowboards shall meet the requirements of Articles 701.15(i) and 1106.02. The attenuators shall meet the requirements of Articles 701.15(h) and 1106.02.

The time allowed shall be the actual time the arrowboard or attenuator is in use at the work location. Labor will be measured to the nearest 0.25 hour for each arrowboard and/or attenuator approved for use on the applicable work order.

This work will be paid for at the contract unit price per hour for ARROWBOARD (TRAILER MOUNTED) or ATTENUATOR, CRASH (TRUCK MOUNTED).

ROUTINE WORK ITEMS

The following are considered routine work items and are detailed as described in their sections:

LED LAMP MODULE REPLACEMENT
DETECTOR LOOP, SPECIAL
TRAFFIC SIGNAL RELAMPING
TRAFFIC SIGNAL LAMP REPLACEMENT
FLASHING BEACON INSPECTION
TOWER LIGHTING INSPECTION
REPLACE SERVICE INSTALLATION, COMPLETE
REPAIR TRAFFIC SIGNAL KNOCKDOWN
REPAIR FLASHING BEACON KNOCKDOWN
REPAIR HIGHWAY LIGHT POLE KNOCKDOWN
REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLINGS
REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE
REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY

LED LAMP MODULE REPLACEMENT

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

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

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

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

All labor and equipment required to complete this work shall be included in the contract unit price each for LED LAMP MODULE REPLACEMENT.

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

DETECTOR LOOP, SPECIAL

This work shall consist of furnishing and installing a Type I detector loop in the pavement or resealing exposed detector loop saw slots where the original sealer had deteriorated, or is missing, at a location designated in a work order. The unit price shall be all inclusive of labor, equipment, materials, transportation of workmen and materials, loop testing and quality checks and temporary traffic control to properly complete the work item.

The Type I detector loop shall be installed in accordance with Section 886 of the Standard Specifications for Road and Bridge Construction. Splicing requirements are governed by the applicable portions of Article 873.03. The installation shall also comply with Standards 886001 and 886006. The Department will lay out the loop and specify the number of turns of loop wire required for each loop. The Department will determine the number and location of any cored holes for pavement joints or cracks.

Where the existing loop wire is exposed, it shall be reinserted into the saw slot and held in place as necessary with appropriate retainers. Any debris, foreign matter, or loose sealant shall be removed from the saw slot before applying new sealer. The sealer shall meet the requirements of Section 1079 of the Standard Specifications for Road and Bridge Construction. Installation requirements shall be as described in Article 886.04 of the Standard Specifications for Road and Bridge Construction. The areas to be resealed will be marked out by the Department.

This work will be paid for at the contract unit price per foot of DETECTOR LOOP, SPECIAL.

TRAFFIC SIGNAL RELAMPING

This work shall consist of cleaning and relamping all traffic and pedestrian signal indications and fiber optic-type lighted signs at a designated intersection, or location listed in a work order. The unit price shall be all inclusive of labor, equipment, materials (lamps, cleaner, rags, etc.) transportation of workmen and materials, and temporary traffic control as required to properly complete the work item.

The Contractor shall remove the old lamp and install a new lamp in all signal sections and lighted signs according to the following schedule: 8" traffic signal / 9" pedestrian signal – 69 watt, long life lamp as approved by the Department; 12" pedestrian signal / 12" arrow section – 116 watt, long life lamp as approved by the Department; 12" traffic signal (circular) – 135 watt, long life lamp as approved by the Department; 3-M signals – GE 150 watt PAR; dual indication signal sections – EPT quartz, 43 watt @ 10.8 volt; LED traffic and pedestrian signal sections shall be cleaned/inspected and reinstalled; lighted signs – EPT quartz, 43 watt @ 10.8 volt lamps. The Contractor shall dispose of all replaced signal lamps. The Contractor shall, as a part of this item, clean the reflector and the inside and outside of each lens. The Contractor will carefully align all incandescent signal lamps to properly position the filament support for maximum lamp life.

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

In addition to relamping the lighted sign, the Contractor shall clean the interior and face of the lighted sign and conduct a thorough inspection of the installation. This inspection is to verify the proper operation and aiming of the sign and to assure that the sign door fasteners and mounting hardware are intact and in good condition.

So these minor deficiencies can be repaired efficiently, the Contractor shall equip service vehicles with a supply of the following parts; signal lenses, lamp sockets, visors, signal doors and accessories, various hardware necessary to repair or reattach backplates, signal bracket and mast arm mounting bracket hardware. If the part or material is not considered incidental to the contract, the Contractor shall be paid for any parts and materials used to correct these deficiencies with the pay items listed in this contract or as detailed in the Parts and Materials Special Provision. All labor and equipment expenses incurred to correct the deficiencies shall be included in the cost of TRAFFIC SIGNAL RELAMPING and no additional compensation shall be made.

If the Contractor encounters damage to a signal component which is not included in the required parts inventory, is not considered an incidental part, or which involves work beyond the scope of this pay item, the Contractor shall immediately contact the Department.

This work shall be paid for at the contract unit price per each for TRAFFIC SIGNAL RELAMPING.

TRAFFIC SIGNAL LAMP REPLACEMENT

This work shall consist of replacing all non-functioning lamp(s) in traffic or pedestrian signal indications and fiber optic-type lighted signs at a designated intersection listed in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the replacement of the non-functioning lamp(s). The unit price shall be inclusive of labor, materials, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completion of the traffic signal lamp(s) replacement at a designated intersection.

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

The Contractor shall remove the non-functioning lamp and install a new lamp in the signal according to the following schedule: 8" traffic signal / 9" pedestrian signal – 69 watt, long life lamp as approved by the Department; 12" pedestrian signal / 12" arrow section – 116 watt, long life lamp as approved by the Department; 12" traffic signal (circular) – 135 watt, long life lamp as approved by the Department; 3-M signals – GE 150 watt PAR; dual indication signal sections – EPT quartz, 43 watt @ 10.8 volt; lighted signs – EPT quartz, 43 watt @ 10.8 volt lamps. The Contractor will carefully align all incandescent signal lamps to properly position the filament support for maximum lamp life. The Contractor shall dispose of all non-functioning lamps.

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

So these minor deficiencies can be repaired efficiently, the Contractor shall equip service vehicles with a supply of the following parts; signal lenses, lamp sockets, visors, signal doors and accessories, various hardware necessary to repair or reattach backplates, signal bracket and mast arm mounting bracket hardware. If the part or material is not considered incidental to the contract, the Contractor shall be paid for any parts and materials used to correct these deficiencies with the pay items listed in this contract or as detailed in the Parts and Materials Special Provision. All labor and equipment expenses incurred to correct the deficiencies shall be included in the cost of TRAFFIC SIGNAL LAMP REPLACEMENT and no additional compensation shall be made.

If the Contractor encounters damage to a signal component which is not included in the required parts inventory, is not considered an incidental part, or which involves work beyond the scope of this pay item, the Contractor shall immediately contact the Department.

This work shall be paid for at the contract unit price per each for TRAFFIC SIGNAL LAMP REPLACEMENT.

FLASHING BEACON INSPECTION

This work shall consist of inspecting, cleaning and relamping a flashing beacon installation(s) at a designated intersection, or location listed in a work order. The flashing beacon installation could consist of a single or multiple beacon sections. The unit price shall be all inclusive of labor, equipment, materials (lamps, cleaner, rags, etc.) transportation of workmen and materials, and temporary traffic control as required to properly complete the work item.

The Contractor shall remove the old lamp and install a new lamp for all beacon sections according to the following schedule: 8" signal section – 69 watt, long life lamp as approved by the Department; 12" signal section – 135 watt, long life lamp as approved by the Department; and LED signal sections shall be cleaned/inspected and reinstalled. The Contractor will carefully align all incandescent signal lamps to properly position the filament supports for maximum lamp life. The Contractor shall dispose of all replaced signal lamps.

In addition to the cleaning and relamping, the Contractor shall conduct a thorough inspection of the installation. This inspection is to certify the proper operation and aiming of the beacons and to assure that fasteners, conduits, clamps, supporting cables and accessories are intact and in good condition. The Contractor shall examine all pole or post supports and confirm that they are sound. The service installation shall also be inspected for damaged or deteriorating components.

The Contractor will be expected to replace any defective parts that are found during the inspection and make minor repairs as needed. In order to repair any minor deficiencies found, the Contractor shall equip service vehicles with a supply of the following parts; signal lenses, lamp sockets, visors, signal doors and accessories, and various hardware necessary to repair conduit attachments. If the part or material is not considered incidental to the contract, the Contractor shall be paid for any parts and materials used to correct these deficiencies with the pay items listed in this contract or as detailed in the Parts and Materials Special Provision. All labor and equipment expenses incurred to correct the deficiencies shall be included in the cost of FLASHING BEACON INSPECTION and no additional compensation shall be made.

If the Contractor encounters damage to a flashing beacon component which is not included in the required parts inventory, is not considered an incidental part, or which involves work beyond the scope of this pay item, the Contractor shall immediately contact the Department.

This work shall be paid for at the contract unit price per each for FLASHING BEACON INSPECTION.

TOWER LIGHTING INSPECTION

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

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

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

This work will be paid for at the contract unit price per each for TOWER LIGHTING INSPECTION.

REPLACE SERVICE INSTALLATION, COMPLETE

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

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

This work will be paid for at the contract unit price per each for REPLACE SERVICE INSTALLATION, COMPLETE.

REPAIR TRAFFIC SIGNAL KNOCKDOWN

This work consists of repairing a traffic signal knockdown at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completing the repair.

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

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

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

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

This work will be paid for at the contract unit price per each for REPAIR TRAFFIC SIGNAL KNOCKDOWN.

REPAIR FLASHING BEACON KNOCKDOWN

This work consists of repairing a flashing beacon knockdown at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completing the repair.

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

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

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

This work will be paid for at the contract unit price per each for REPAIR FLASHING BEACON KNOCKDOWN.

REPAIR HIGHWAY LIGHT POLE KNOCKDOWN

This work consists of repairing a highway light pole knockdown at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completing the repair.

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

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

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

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

This work will be paid for at the contract unit price per each for REPAIR LIGHT POLE KNOCKDOWN.

REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLINGS

This work shall consist of the replacement of a highway light pole breakaway device, couplings at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completing the repair.

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

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

This work will be paid for at the contract unit price per each for REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLINGS.

REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE

This work shall consist of the replacement of a highway light pole breakaway device, transformer base at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completing the repair.

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

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

This work will be paid for at the contract unit price per each for REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE.

REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY

This work shall consist of the replacement of a traffic signal post base assembly at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated with the except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item. This pay item shall include all travel expenses involved in completing the repair.

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

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

This work will be paid for at the contract unit price per each for REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY.

KNOCKDOWN DEBRIS

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

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

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

KNOCKDOWN DOCUMENTATION

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

ANCHOR BOLT REPAIRS

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

TEST EQUIPMENT

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

The Contractor will be provided a copy of the procedure to be used to determine the integrity of inductive loop detectors. This procedure requires the Contractor to have proper electronic instruments to test the resistance, inductance, resistance to ground and quality factor of a loop and lead-in circuit, as per Article 801.13 of the Standard Specification for Road and Bridge Construction.

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

All required test equipment shall be considered incidental to the contract and no additional compensation will be allowed.

SMALL TOOLS

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

CONTROLLER SERVICE LOGS

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

TRAFFIC SIGNS

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

NUMBERING SYSTEM

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

WAIVER OF LIEN

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

PROTECTIVE GEAR AND CLOTHING

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

CONFINED SPACE ENTRY

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

INVOICES

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

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

Separate billing invoices shall be submitted by the Contractor for each individual work order. The Department will provide the Contractor a computer software database that shall be used by the Contractor to prepare the billing invoices.

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

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

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

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

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

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

The Contractor shall also attach a copy of the invoice showing their cost for any parts or materials, with a unit cost of \$25.00 or more. See the Parts and Materials provision of this contract for the definition of incidental parts and materials.

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

SOFTWARE

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

SCHEDULE OF WORK

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

WARRANTIES FOR SUPPLIES AND SERVICES

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

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

EXPENSES

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

TAX

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

PAYMENT TERMS AND CONDITIONS

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

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

FLASHING BEACON LOCATIONS

Beacon#	Flashing Beacon Location
FB0010	IL 3 & Gall Rd / N Moore St (Wig-Wag) (Waterloo) LED
FB0014	IL 3 & Illinois Avenue (Wig wag advance beacons) (Waterloo) LED
FB0018	IL 156 & Old Orchard Road Eastbound (Waterloo) LED
FB0019	IL 156 & Old Orchard Road Westbound (Waterloo) LED
FB0020	IL 3 & IL 154 / IL 159 (Red Bud) LED
FB0025	IL 3 & Kaskaskia Rd./Old Red Bud Rd.(2 Wig wags, 2 stop signs) LED
FB0030	IL 3 & Evansville Road (Advance Beacon SB) LED
FB0040	IL 3 & Chester Bridge Spur (EB) LED
FB0060	IL 3 & Chester Bridge Spur (Advance Beacon SB) LED
FB0080	IL 3 & Niedringhaus Ave (Advance Beacon NB) (Granite City) LED
FB0120	IL 4 & IL 13, N Jct (Marissa) SB Stop Sign & SB Stop Ahead LED
FB0130	IL 4 & IL 13, South Jct (Stop Sign LED) (Tilden)
FB0140	IL 4 & 140 (E of Hamel) LED
FB0160	IL 4 & IL 143 (W of Marine) LED
FB0180	IL 4 & IL 150, W Jct (W of Steeleville) (LED)
FB0200	IL 4 & IL 150, E Jct (East of Percy) LED Beacons
FB0210	IL 4 & IL 161(EB & WB) (NB & SB) Advance Beacons LED
FB0220	IL 161 & 6th St (N of Mascoutah) NB LED
FB0260	IL 13 & Eiler Road (Belleville) LED
FB0280	IL 13 & North Belt West (Advance Beacon WB) (Belleville) LED
FB0300	IL 13 & ICRR Bridge Underpass (EB & WB) (W of Belleville) LED
FB0320	IL 13 & 11th Street (Belleville) LED

FB0325	IL 13 & IL 158/Freeburg Rd./South Belt (4-way spanwire)(Belleville) LED
FB0330	IL 15 & DeMazenod (East & West Bound) Advance Wig-Wag Beacons LED
FB0335	IL 15 / Broadway & 6th St. ESL (Span Wire Beacons) LED
FB0336	25th St. & Louisiana Blvd. (E. St. Louis)(4-way red mastarm) LED
FB0340	IL 13 & Baldwin Road (New Athens) (NB & SB Adv & stop signs) LED
FB0345	IL 15 & Stone Church/Venedy Rd./CH 12 (SB stop sign)(Washington Cnty)LED
FB0350	US 40 & 4th Street (Advance & Intersection Beacons) (Greenville)(LED)
FB0360	US 40 & CH 10 (Mulberry Grove) LED
FB0380	US 40 & CH 13 (Douglas / Marine Rd) (St Jacob) LED
FB0400	US 40 & Highland /Laddelake Rd.(Highland) LED
FB0430	US 40 & IL 143 (W of Pierron) LED
FB0440	US 40 & IL 162 (E of Troy) LED
FB0445	Main St. & Center St. (Troy) (4-way red mastarm) LED
FB0450	US 40 & Formosa Rd (Advance Beacons EB & WB) LED
FB0460	West Hwy 50 & North Green Mount Rd / Schwaegel Rd (Advance) LED
FB0470	US 50 & Gateway Distribution EB and WB Advance Solar Beacons (Lebanon)
FB0480	Old US 50 & Summerfield Rd (N of Summerfield) LED
FB0490	Old US 50 & Little Prairie / Frogtown Rd.(Advance Yellow LED Beacon) Breese LED
FB0495	US 50 & Russland Road / Aviston Road (EB & WB Adv) (NB & SB Stop Signs) LED
FB0500	Old US 50 & St. Rose Rd (Breese) LED
FB0520	US 50 & US 50 Spur (W of Summerfield) LED
FB0540	US 50 & IL 127, N Jct (Advance Beacon, EB) (Carlyle) LED
FB0560	US 51 & DuBois / Oakdale Rd. (W of DuBois) (EB & WB) LED
FB0580	US 67 & 9th St (SB Advance Beacon) (Alton) LED
FB0600	US 67 & Sherman Street (3-Way Red LED) Whitehall
FB0605	US 67 & IL 106 Stop Sign, on US 67 (Solar)(Whitehall) LED
FB0620	IL 267 & IL 108 (S of Greenfield) LED
FB0640	US 67 & IL 111 (Godfrey) WB LED
FB0650	IL 111 (Old US 67) & Oak Rest Rd./Irish Ln. (SB advance beacon)(Jersey County) LED
FB0660	71st St. & St Clair Ave (E St Louis) (Advance and Stop Sign) LED
FB0680	IL 96 & Hamburg Road (S of Mozier) LED
FB0700	IL 111 & IL 162 (SB Advance Beacon) (Pontoon Beach) LED
FB0720	IL 127 & IL 140, W Jct (SB Advance Beacon) (NW of Greenville) LED
FB0740	IL 127 & IL 140, W Jct (NW of Greenville) SB LED
FB0750	IL 127 & 3rd Street (Greenville) (4-way red mastarm) LED
FB0760	IL 127 & Sorento Rd / Reno Rd (N of Greenville) (EB) LED
FB0765	IL 127 & IL 143 (Bond County) (EB) LED

FB0780	IL 127 & IL 161 (SW of Posey) LED
FB0790	IL 127 & Huegely St. (Advance WigWag NB) Nashville LED
FB0800	IL 127 & IL 177 (New Minden) LED
FB0820	IL 127 & DuBois Rd (EB & WB) (SW of Posen) LED
FB0830	IL 140 & Brakhane Rd.(Stop Sign)(W.of Hamel) LED
FB0831	IL 140 & Brakhane Rd. (EB Advance)(W. of Hamel) LED
FB0832	IL 140 & Quercus Grove Rd. (WB Advance)(W. of Hamel) LED
FB0840	IL 140 & Carpenter Rd (Advance EB) (W. of Hamel) LED
FB0860	IL 143 & Schwarz Rd (NE of Edwardsville) (WB Advance) LED
FB0880	IL 143 & Schwarz Rd (NE of Edwardsville) (Wig-Wag) LED
FB0900	IL 143 & Wanda Rd (E of Roxana) (NB) (Advance EB & WB) LED
FB0920	IL 157 & IL 162, S Jct (Glen Carbon) (WB) LED
FB0940	IL 157 & IL 162, N Jct (Glen Carbon) (EB) LED
FB0950	IL 157 & I-270, North Junction (WB exit ramp advance beacon) LED
FB0960	IL 157 & SIU-E (South Access Rd) (S of SIU-E) (Advance SB) LED
FB0965	New Poag Road & SIU-E Access Road (LED)
FB0970	IL 140 & IL 157/Hillsboro Ave.(4 red beacons on stop sign posts)(Hamel) LED
FB0975	IL 140 & IL 160 LED
FB0980	IL 158 & IL 161, E Jct (S of Scott AFB) LED
FB0990	IL 158 & Frank Scott Pkwy. (EB Advance Yellow LED) (SW Belleville)
FB0991	IL 159 & Frank Scott Pkwy. (WB Advance Yellow LED) (SW Belleville)
FB0992	IL 158 & Mine Haul Rd. (EB Advance Yellow LED) (SW Belleville)
FB0993	IL 158 & Mine Haul Rd. (WB Advance Yellow LED) (SW Belleville)
FB1000	IL 159 & Douglas Rd (Advance Beacons NB, SB, EB, & WB) LED
FB1005	IL 159 & IL 156 (NB Advance Yellow LED) (Hecker)
FB1006	IL 159 & IL 156 (SB Advance Yellow LED) (Hecker)
FB1007	IL 159 & IL 156 (EB Stop Sign LED) (Hecker)
FB1008	IL 159 & IL 156 (WB Stop Sign LED) (Hecker)
FB1020	IL 159 & Country Lane (NB & SB Advance) (Collinsville) LED
FB1038	IL 159 (SB) North of Moro Rd (Advance Wig-Wag) LED
FB1040	Beacons removed - EB & WB Moro Road at IL 159
FB1042	IL 159 (NB) South of Moro Rd (Advance Wig-Wag) LED
FB1060	IL 159 & Seiler Rd (E of Dorsey) LED
FB1080	IL 159 & Prairie Town / Renken Rd (S of Dorsey) LED
FB1120	IL 161 & Boul Ave (EB Advance Beacon) (Swansea) LED
FB1125	IL 161 & Boul Ave (WB) (Swansea) LED
FB1128	IL 161 & Old Lincoln Tr.(Advance yellow beacon) Fairview Hgts. LED

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FB1129	IL 161 & Carson Dr./74th St. (NB & SB Advance Yellow LED) (Belleville)
FB1130	IL 161 & Norfolk & Western RR (E of Albers) LED
FB1135	IL 160/177 & Venedy Station (Okawville) LED
FB1140	IL 161 & Broadway (EB & WB Advance)(LED)(Hoffman)
FB1150	IL 163 & Zingg Road NB Advance Beacon Wig Wag LED
FB1151	IL 163 & Zingg Road SB Advance Beacon Wig Wag LED
FB1160	IL 163 & Concordia Church Rd (N of Millstadt) (Advance SB) LED
FB1170	IL 163 & Eiler Rd. (Wig-Wag) LED
FB1180	IL 203 & Edwardsville Rd (NB & SB) (Madison) LED
FB1190	Maryville Rd. & Old Alton Rd. (4 way red LED mastarm)(N. of GC) LED
FB1200	IL 203 & Collinsville Rd. (SB) (Fairmont City) LED
FB1220	IL 67 & McClusky Rd (Advance NB) (New Delhi) LED
FB1240	Caseyville Rd (CH 51) & West Morrison (CH 30) (Collinsville)(NB,SB,WB) LED
FB1260	Douglas Rd & Saxtown Rd (S of Millstadt)(NB & SB)(EB & WB) Advance & Stop Sign LED
FB1280	St Louis Ave & Cedar St MAINTAINED BY COLLINSVILLE 4/19/2009
FB1300	Great River Rd Bikeway & Piasa Creek (E of Grafton)
FB1320	Great River Rd Bikeway & Brown St (Grafton)
FB1340	I-64 (WB) East of 10th St (Wig-Wag) (East St Louis) removed
FB1360	REMOVED OCTOBER 2011 I-55/70 WB Ramp to EB I-64 Wig-Wag
FB1380	I-64 (WB) East of IL 159 (HAR Sign)
FB1400	I-64 (WB) East of IL 4 (HAR Sign)
FB1420	I-70 (WB) East of I-55 (HAR Sign)
FB1440	I-70 (WB) West of IL 160 (HAR Sign)
FB1460	I-55 (SB) North of I-270 (HAR Sign)
FB1480	I-55 (SB) South of IL 4 (HAR Sign)
FB1490	I-255 (SB) South of IL 157 (HAR Sign) Cahokia
FB7000	IL 37 & Boone Street (Salem) LED
FB7001	US 50 & Ohio Street (Salem) LED
FB7002	US 50 & Willow Street (Sandoval) LED (Pedestrian Crosswalk)
FB7003	US 51 & Hardin Street (Central City) LED (Dusk to dawn)
FB7004	US 50 & Broadway Street (Sandoval) LED (Pedestrian Crosswalk)
FB7005	IL 161 & Airport Road (Centralia) LED (signals & lites)
FB7006	US 50 & Iuka / Omega Road (Iuka) LED
FB7007	Selmaville Road & World Color Entrance (S. of Selmaville) LED
FB7008	US 50 & Selmaville Road EB (W. of Selmaville) LED (Advance)
FB7009	IL 37 & IL 161 (S. of Salem) LED
FB7010	US 51 & Patoka / Kinmundy Road (Kinoka Road) LED

FB7011	IL 37 & Kell Road (N. of Dix) LED
FB7012	US 50 & US 51 North Junction (Sandoval) LED
FB7013	Old US 51 RR Underpass SB (N. of Centralia) LED
FB7014	Old US 51 RR Underpass NB (N. of Centralia) LED
FB7015	US 50 & Selmaville Road WB (W. of Salem) LED (Advance)

HIGHWAY LIGHTING LOCATIONS

Sheet#	Highway Lighting Location
000	Poplar Street Bridge (Mo. Highway Dept. Maint.)
001	Poplar Street Bridge
002	I-55/70 Mainline, C-D, IL 3 Ramps
003	IL 3 Ramps
004	I-55/70 Mainline, C-D, Tudor/Piggott Ramps
005	Tudor/Piggott Ramps
006	I-55, 70 Mainline, C-D, Main St. & 4th St. Ramps
007	
008	
009	McKinley Bridge Lighting
010	Martin Luther King Bridge
010A	Martin Luther King Bridge
010B	Martin Luther King Bridge
010C	Martin Luther King Bridge
011	I-55/70 Broadway to I-64
012	I-55/70 Broadway to I-64
013	I-55/70 Broadway to I-64
014	I-55/70 Broadway to I-64
015	I-55/70 & I-64/ St. Clair Ave.
016	I-55/70 Mainline & B & O RR Overpass
017	I-55/70 & IL 203
017A	I-55/70 & IL 203
018	I-55/70 & IL 111 & Collinsville Rd., E. & W. Jct.
020	Relocated IL 3 at Relocated I-70 Interchange
020A	Relocated IL 3 at Relocated I-70 Interchange
021	I-55/70 WB Weigh Stations
022	I-55/70 & IL 157
023	I-55/70 & IL 159
024	I-55/70 & U.S. 40 (Formosa Jct.)
025	I-55/70 & IL 162

026	I-55, I-70 & I-270 (3-l)
027	I-55 & IL 143
027A	Homestead Rest Area (NB)
027B	Homestead Rest Area (SB)
028	I-55 & IL 140
029	I-55 & IL 4
030	I-55 & CH 3A (Livingston)
031	I-270 & IL 3
032	I-270 & IL 203
033	I-270 & IL 111 Lighting
033A	I-270 & IL 111
034	I-270 & IL 157
034A	I-270 & IL 157 - N. & S. of Interchange
034B	I-270 & IL 157 -E.of Interchange
035	I-270 & IL 159
036	I-70 & IL 4
037	I-70 & IL 143
038	I-70 & Silver Lake Rest Area (WB)
038A	I-70 & Silver Lake Rest Area (WB)
038B	I-70 & Silver Lake Rest Area (EB)
039	I-70 & US 40 (Pierron)
040	I-70 & CH 9 (Pocahontas)
041	I-70 & CH 5A (SW of Greenville)
042	I-70 & IL 127 (Greenville)
043	I-70 & CH 10 (Mulberry Grove)
044	I-64 & St. Clair Ave. (E.St.L)
045	I-64 & 15th ST. Ramps (E.St.L)
046	I-64 & 16th St. Ramp (E.St.L)
047	I-64 & Baugh Ave. Ramp (E.St.L)
048	I-64 & 25th St. Ramps (E.St.L)
048A	I-64 & 25th St. Ramps (E.St.L)
048B	I-64 & 25TH ST. RAMPS
049	I-64 & Mainline between 25th St. & IL 111
050	I-64 & IL 111 & Bunkum Rd. (Washington Park)
052	I-64 & IL 157 (Caseyville)
053	I-64 & IL 159 (Fairview Hgts)
053A	I-64 & IL 159
054	I-64 & Lincoln Hwy (O'Fallon) North
054A	I-64 & Lincoln Hwy (O'Fallon) South

055	I-64 & Weigh Station (E.B)
056	I-64 & IL 158 (N.1/2)
056A	I-64 & IL 158 (S.1/2)
057	I-64 & IL 4
058	I-64 & Gateway Rest Area W.B.
058A	I-64 & Gateway Rest Area W.B.
058B	I-64 & Gateway Rest Area E.B.
058C	I-64 & Gateway Rest Area E.B.
059	I-64 & IL 161
060	I-64 & CH 23 (Damiansville)
061	I-64 & IL 177 (Okawville)
062	I-64 & IL 127 (Nashville)
063	I-64 & US 51 (Ashley/Centralia)
064	I-64 & Green Mount Road
097	I-270, Mississippi River Bridge to IL 3, Mainline
097A	I-270, Mississippi River Bridge to IL 3, Mainline
098	I-270 & Canal Bridge
099	I-270 & Mississippi River Bridge
100	IL 3 & IL 158
101	IL 3 & Stolle Rd. (N. Dupo)
102	IL 3 & Pontoon Rd.
103	IL 3 & IL 143
104	IL 4 & IL 13 (S.Jct.)(Tilden)
104A	IL 4 & IL 13 (Marissa)
105	IL 161 & 6th St.
106	IL 4 & IL 161
107	Collinsville Rd. & Black Lane
108	
109	IL 111 & Horseshoe Lake Rd.
110	IL 111 & IL 140, (E Jct.)
112	IL 111, 140 & Powder Mill Road
113	IL 157 & Bunkum Rd. (Caseyville)
114	
116	IL 158 & IL 177
117	IL 158 & Seibert Rd.
118	IL 158 & Wherry Rd. (Future)
119	IL 161 & Green Mount Rd. (Future)
120	IL 177 & Green Mount Rd. (Future)
121	IL 15 & IL 157

121A	IL 15 & IL 157
122	IL 15 & Shrine Entrance
123	IL 15 & IL 13
123A	IL 15 & IL 13 Ramps
124	IL 15 & IL 159
125	IL 15 & U.S. 51, W Jct.
126	IL 15 & U.S. 51, E Jct.
127	79th St. & St. Clair Ave.
128	IL 157 & St. Clair Ave. (Fairview Hgts)
130	
131	IL 161 & N. Belt West & W. of Morgan St.(Sign Trusses)
132	US 67 & Godfrey Rd.(sign truss)
133	IL 203 & Maryville Rd.(sign trusses)
135	Brussels Ferry Loop
135A	Brussels Ferry Ramp
136	IL 100 - Joe Page Bridge (Hardin)
138	IL 157 & St. Louis Rd.& Collinsville Rd
139	IL 15 & 74th St.
140	IL 162 & Horseshoe Lake Rd/Mockingbird Ln (CH 35)
141	IL 15 & IL 158 Roundabouts
142	IL 15 & Pocket Rd/Lakewood Pl
143	IL 3 & Palmer Rd. (Columbia)
144	IL 3 & N. Main St. (Columbia)
145	IL 140 & IL 159
146	Jefferson Barracks Bridge (Mo. Hwy. Dept. Maint)
147	Clark Bridge
147A	Clark Bridge
147B	Clark Bridge
147C	Clark Bridge
147D	Clark Bridge
147E	Clark Bridge
148	Clark Bridge Sign Trusses
149	IL 3 & Broadway Sign Truss (Venice)
150	IL 3 & Broadway Sign Trusses (Alton)
201	I-255 & IL 3 East From J.B.Bridge
202	I-255 & IL 3 Interchange @ Columbia
203	I-255 & Old IL 3 (Columbia)
204	I-255 & IL 3, S.E. Dupo (FA 410)
205	I-255 & IL 3, N.E. Dupo (S.1/2)

206	I-255 & IL 3, N.E. Dupo (N.1/2)
207	I-255 Mainline - Dupo to Cahokia
208	I-255 Mainline -Cahokia To Alorton
209	I-255 & IL 157 (Cahokia)
210	I-255 & IL 15 (On IL 15)
211	I-255 & IL 15 Interchange
212	I-255 Mainline (IL 15 to State St.)
213	I-255 & State St. (E.St.L)
214	I-255 & I-64 (State St. to I-64)
215	I-255 & I-64 (SW 1/4)
216	I-255 & I-64 (NE 1/4)
217	I-255 & I-64 (SE 1/4)
218	I-255 & I-64 (NW 1/4)
219	I-255 & I-64 Mainline, E & W of I-255
220	I-255 & Mainline (I-64 to Forrest Blvd.)
221	I-255 & Mainline (Forrest Blvd to Collinsville Rd)
222	I-255 & Collinsville Rd. (Collinsville)
223	I-255 & Mainline (Collinsville Rd to I-55/70)
224	I-255 & I-55/70
225	I-55/70 & Blacklane
226	I-255 & I-55/70 (West 1/2)
227	I-255 & I-55/70 (East 1/2)
228	I-55/70 & I 255 Interchange
229	I-255 & I-55/70 Underpass Ltg.
230	I-255 Mainline - N. of I-55/70
231	I-255 & Horseshoe Lake Road
232	I-255 Mainline - N of Horseshoe Lake Rd.
233	I-255 Mainline-So.of IL.162
234	I-255 & IL 162
235	I-255 Mainline N. of IL 162
236	I-255 & I-270 SE & SW Quads
237	I-255 & I-270 NE & NW Quads
238	I-255 & I-270 NW & SW Ramps & M.L. I-270
239	I-255 & Bond Avenue (Under Bridge)
240	I-255 & Mousette Lane
241	IL.255 & I-270 [INDEX]
241A	I-255 & I-270
241B	I-255 & I-270
241C	I-255 & I-270

241D	I-255 & I-270
241E	I-255 & I-270
241F	I-255 & I-270
241G	I-255 & I-270
241H	I-255 & I-270
241I	I-255 & I-270
241J	I-255 & I-270
241K	I-255 & I-270
241L	I-255 & I-270
241M	I-255 & I-270
241N	I-255 & I-270
241O	I-255 & I-270
241P	I-255 & I-270
241Q	I-255 & I-270
242	IL.255 & New Poag Rd. [INDEX]
242A	IL.255 & New Poag Rd.
242B	IL.255 & New Poag Rd.
242C	IL.255 & New Poag Rd.
242D	IL 255 & Gateway Commerce Center
242E	IL 255 & Gateway Commerce Center
243	IL.255 & Madison Ave. [INDEX]
243A	IL.255 & Madison Ave.
243B	IL.255 & Madison Ave.
243C	IL.255 & Madison Ave.
244	IL 255 & IL 143 [INDEX]
244A	IL 255 & IL 143
244B	IL 255 & IL 143
244C	IL 255 & IL 143
244D	IL 255 & IL 143
244E	IL 255 & IL 143
245	IL 255 & I-270 & IL 157 [INDEX]
245A	IL 255 & I-270 & IL 157
245B	IL 255 & I-270 & IL 157
245C	IL 255 & I-270 & IL 157
245D	IL 255 & I-270 & IL 157
245E	IL 255 & I-270 & IL 157
300	US 50 & I-57 - Salem
301	US 50 & Baldridge Road - Salem
302	US 50 & Hotze Road - Salem

303	US 50 & Iuka Rd. / Omega Rd., North of Iuka
305	I-57 & Exit 127 South of Kinmundy
310	Post Oak Rest Area NB I-57 - Salem
311	Post Oak Rest Area SB I-57 - Salem
350	US 51 & Walnut Road, Centralia
352	US 51 & Greenview Road, Wamac
F100	Kampsville Ferry Lighting
F101	Brussels Ferry Lighting
M111	Carlyle Yard Lighting
M222	Salem Yard Lighting
M333	Nashville Yard Lighting
M350	Highland Yard lighting
M390	Pierron Yard Lighting
M444	Scott Dome Lighting
M500	Mitchell Yard Lighting
M520	Greenville Yard Lighting
M550	Wood River Yard Lighting
M555	Hamel Yard Lighting
M600	Godfrey Yard Lighting
M777	West Noleman Street Underpass - Centralia
M778	West McCord Street Overpass - Centralia
M888	Troy Yard Lighting
M900	Columbia Yard Lighting
M999	Bowman Yard Lighting

TRAFFIC SIGNAL LOCATIONS

Intersection #	Traffic Signal Intersection ID	Area
00008	IL 3 & S. Market St. (LED)	Waterloo
00009	IL 3 & IL 156 (LED)	Waterloo
00010	IL 156 & Market St. (LED)	Waterloo
00012	Market & 1st St. (LED)	Waterloo
00015	IL 3 & N. Market St./WalMart (LED)	Waterloo- (North of)
00016	IL 3 & HH Rd./Country Club Lane (LED)	Waterloo
00020	IL 3 & S. Main St./ Gall Rd. (LED)	Columbia
00023	IL 3 & Bottom Ave. / Weinel Blvd.(LED)	Columbia
00025	IL 3 & Valmeyer Rd.(LED)	Columbia
00035	IL 3 & Veteran's Pkwy (LED)	Columbia
00040	IL 3 & N. Main St./Sand Bank Rd. (LED)	Columbia
00060	IL 3 & Stolle Rd. (LED)	Cahokia- (South of)
00080	IL 3 & Water St./5th St. (LED)	Cahokia
00100	IL 3 & IL 157 (LED)	Cahokia
00120	IL 3 & Jerome Ln. (LED)	Cahokia
00140	IL 3 & Queeny Ave. (LED)	Sauget
00160	IL 3 & Monsanto Ave. (LED) (RR)	Sauget
00180	IL 3 & Mississippi Ave./8th St. (LED)	E. St. Louis
00200	IL 3 & Broadway / Venice (LED)	Venice
00201	Relocated IL 3 & Broadway Ave / 2nd Street,Venice (LED)	Venice
00205	IL 3 & Bissell Ave. (RR) (LED)	Madison
00220	IL 3 & Niedringhaus Ave. (LED)	Granite City
00240	IL 3 & 20th St. (LED)	Granite City
00260	IL 3 & Rock Rd. (LED)	Granite City/Tri Cty Port
00265	IL 3 & Pontoon Rd. (LED)	Granite City
00266	IL 3 & Missouri Ave./Granite Park Dr. (LED)	Granite City
00270	IL 3 & Northgate Industrial Dr. (LED)	Granite City
00280	IL 3 & Chain of Rocks Rd. (LED)(VIDEO)	Granite City- (North of)
00282	IL 3 & I-270, North Junction (LED)	Granite City (North of)
00290	IL 3 & New Poag Rd. (RR)(LED)	Hartford- (South of)
00295	IL 3 & Piasa Ln. (LED)	Hartford
00300	IL 3 & Hawthorne St. (LED)	Hartford
00320	IL 3 & IL 143, Main Jct. (LED)	Wood River
00340	IL 3 & IL 143, South Jct. (LED)	Wood River
00360	IL 3 & IL 143, West Jct. (LED)	Wood River
00365	IL 3 & Olin Brass Ent.	East Alton

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00380	IL 3 & St. Louis Ave. (LED)	East Alton
00400	IL 3 & Niagara Ave./Virginia Ave. (LED)	East Alton
00420	IL 3 & Broadway / Alton (LED)	Alton
00440	IL 3 & IL 111, 140 (LED)	Alton
00460	IL 3, 111 & Bloomer Dr. (LED)	Alton
00480	IL 3, 111 & Seminary Rd. (LED)	Alton
00485	IL 255 & Humbert Rd., S. Jct. (LED)(Video)	Alton
00486	IL 255 & Humbert Rd., N. Jct. (LED)(Video)	Alton
00500	IL 3, 111 & Washington Ave./Humbert Rd. (LED)	Alton
00520	IL 3, 111 & Humbert St./Morning Star Dr. (LED)	Alton
00540	IL 3, 111 & Buckmaster Rd. (LED)	Alton
00550	IL 3, 111 & Golf Road (LED)	Alton
00560	IL 3, 111 & Alton Sq. Mall Dr. (LED)	Alton
00580	IL 3, 111 & Alby St. (LED)	Alton
00600	IL 3, 111 & Gerson Ave. (LED)	Godfrey
00620	IL 3, 111 & State St./Godfrey Rd. (LED)	Godfrey
00630	IL 3 & St. Ambrose Ln. (LED)	Godfrey
00640	IL 3 (H. Adams Pkwy.) & W. Delmar Ave. (LED)	Godfrey
00641	IL 3 & Pierce Ln./Frontenac Dr. (LED)	Godfrey
00645	IL 4 & Masonic Dr. (LED)	Sparta
00647	IL 4 & WalMart Ent. (LED)	Sparta
00650	IL 4 & IL 161, E. Jct. (LED)	Mascoutah
00660	E. Hwy 50 & Lincoln St. (LED)	O'Fallon
00680	E. Hwy 50 & Smiley St. (LED)	O'Fallon
00740	IL 15 (Mo. Ave.) & 9th St. (LED)	E. St. Louis
00780	IL 15 (Mo. Ave.) & 10th St. (LED)	E. St. Louis
00820	10th St. & Baugh Ave. (LED)	E. St. Louis
00840	IL 15 (Mo. Ave.) & 13th St. (LED)	E. St. Louis
00860	IL 13 & 74th St./Westfield Plaza Pkwy. (LED)	Belleville
00870	IL 13 & Westfield Plaza Shopping Ctr. (LED)	Belleville
00875	IL 13 & N. Belt West (LED)	Belleville
00880	IL 13 & Frank Scott Pkwy. West (LED)	Belleville
00884	IL 15 & Frank Scott Pkwy.W. N. Jct. (LED)	Belleville
00885	IL 15 & Frank Scott Pkwy.W. S. Jct. (LED)	Belleville
00890	IL 13 & IL 157, 163 (LED)	Centreville
00895	IL 13 & 17th Street (LED)	Belleville
00900	IL 13 & IL 158 (LED)	Belleville
00920	IL 13 & State St. (LED)	Belleville
00940	IL 13 & IL 159 (LED)	Belleville

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00950	IL 13 & Keim Rd. (LED)	New Athens
00960	IL 15 & IL 163/Pocket Rd. (LED)	Alorton
00965	IL 15 & Lakewood Pl./Racehorse Dr. (LED)	Alorton & Centreville
00970	IL 15 & Shrine Ent./DeMazenod Dr. (LED)	Belleville- (West of)
00980	IL 15 & 74th St./Westfield Plaza Pkwy. (LED)	Belleville
00983	IL 15 & 17th Street / Oliver C Joseph (LED)	Belleville
00985	IL 15 & 11th St. (LED)	Belleville- (South of)
00987	IL 15 & IL 158, S. Jct. - REMOVED 5/2013	Belleville
00988	IL 15 & IL 158, N. Jct. - REMOVED 5/2013	Belleville
00990	IL 15 & IL 159, S. Jct. (LED)	Belleville
01000	IL 15 & Green Mount Rd. (LED)	Belleville- (SE of)
01004	IL 13/15 & Main Street/Oak Brook Drive (LED)	Freeburg
01006	IL 15 & Apple St. (LED)	Freeburg
01008	IL 13/15 & Market Place Drive (LED)	Freeburg
01010	IL 15 & IL 127 (LED)	Nashville
01014	IL 127 & Enterprise Avenue (LED)	Nashville
01016	IL 127 & Mockingbird Road (LED)	Nashville
01020	15th St. & Baugh Ave. (LED)	E. St. Louis
01040	IL 15 (Mo. Ave.) & 15th St. (LED)	E. St. Louis
01060	15th St. & St. Clair Ave. (LED)	E. St. Louis
01080	IL 16 & US 67 (LED)	Jerseyville
01084	IL 16 & Maple Summit Rd. (LED)	Jerseyville
01090	N. Belt W. & 17th St. (LED)	Belleville
01100	IL 15 (Mo.) & 18th St. (LED)	E. St. Louis
01120	18th St. & St. Clair Ave. (LED) REMOVED	E. St. Louis
01140	25th St. & St. Clair Ave. (LED)	E. St. Louis
01200	25th St. & State St. (LED) MAINTAINED BY ESL	E. St. Louis
01220	IL 15 (Mo. Ave.) & 26th St. (LED)	E. St. Louis
01240	I-255 & Horseshoe Lake Rd., W. Jct. (LED)	Collinsville- (West of)
01241	I-255 & Horseshoe Lake Rd., E. Jct. (LED)	Collinsville (West of)
01242	Horseshoe Lake Rd. & Eastport Plaza Drive (LED)	Collinsville
01260	37th / 38th St. & St. Clair Ave. (LED)	E. St. Louis
01265	US 40 & Formosa Rd. (LED)	Troy
01270	US 40 & O'Fallon Rd./Main St. (LED)	Troy
01273	US 40 & Bethany Ln / Triad HS. (LED)	E. of Troy
01275	US 40 & Marine Rd./Douglas St. (RR) (LED)	St. Jacob
01280	US 40 & IL 143 (LED)	Highland
01281	IL 143 & Northtown Ent. / RP Lumber (LED)	Highland
01283	US 40 & IL 127 (LED)	Greenville

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01285	N. Belt W. & 42nd St./Shop n' Save (LED)	Belleville
01290	N. Belt W. & 47th St./Schnuck's (LED)	Belleville
01295	Old US 50 & Germantown Rd./ Mater Dei Dr. (LED)	Breese
01297	Old US 50 & Walnut St.	Breese
01300	US 50 & IL 127, S. Jct. (LED)	Carlyle
01320	US 50 & IL 127, N. Jct. (LED)	Carlyle
01322	IL 127 & Gateway Ave/E. William Rd(LED)	Carlyle
01325	US 50 & Illinois Street, Salem	Salem
01326	US 50 (Main) & College	Salem
01327	US 50 (Main) & IL 37 (Broadway)	Salem
01328	US 50 (Main) & Jefferson	Salem
01329	US 50 (Main) & Westgate	Salem
01330	US 50 & Selmaville Road	Salem
01331	US 50 (Main) & I-57 East Junction	Salem
01332	US 50 (Main) & I-57 West Junction	Salem
01333	IL 37 (Broadway) & Boone	Salem
01334	US 50 (Main) & Hotze	Salem
01335	US 50 & Baldrige (WalMart)	Salem
01340	US 50 & IL 158 (LED)	O'Fallon
01342	W. Hwy 50 & Castle Acres/Auto Ct. (LED)	O'Fallon
01345	W. Hwy 50 & WalMart/Dean Dr. (LED)	O'Fallon
01350	W. Hwy 50 & Sam's/Long Dr. (LED)	O'Fallon
01355	W. Hwy 50 & Hartman Ln. (LED)	O'Fallon
01360	W. Hwy 50 & I-64, W. Jct. (LED)	O'Fallon
01365	W. Hwy 50 & I-64, E. Jct. (LED)	O'Fallon
01366	W. Hwy 50 & Venita Dr./Regency Pk. (LED)	O'Fallon
01367	I-64 & Green Mount Rd. S. Jct. (LED)	O'Fallon
01368	I-64 & Green Mount Rd. N. Jct. (LED)	O'Fallon
01370	W. Hwy 50 & Schwaegel/N. Green Mt. Rd. (LED)	O'Fallon
01371	W. Hwy 50 & 3rd St./Cambridge Blvd. (LED)	O'Fallon
01372	E. Hwy. 50 & Schnucks Entrance (LED)	O'Fallon
01374	E. Hwy 50 & N. Seven Hills Rd./Timber Creek Dr. (LED)	O'Fallon
01376	East Hwy 50 & Shiloh Cut-Off/Main St (LED)	O'Fallon
01378	IL 4 & US 50 / St. Louis St. (LED)	Lebanon
01380	Frank Scott Parkway. & W. Main St. (LED)	Belleville
01390	Frank Scott Parkway & Dapron Drive (LED)	Belleville
01420	N. Belt W. & Frank Scott Pkwy. (LED)	Belleville
01445	US 67 & Clark Bridge (LED)	Alton
01450	US 67 & Ridge St. (RR) (LED)	Alton

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01455	US 67 & Henry St. (RR) (LED)	Alton
01458	US 67 & IL 100 (LED)	Alton
01470	US 67 & 9th St. (LED)	Alton
01482	US 67 & College/20th St. (LED)	Alton
01485	US 67 & Alton Sq. Mall Dr. (LED)	Alton
01490	US 67 & Northport Dr. (LED)	Alton
01495	US 67 & Godfrey Rd. (LED)	Godfrey
01497	US 67 & Taylor Ave/Celesta St. (LED)	Godfrey
01498	US 67 & Stamper Ln. (LED)	Godfrey
01500	US 67 & Tolle Ln. (LED)	Godfrey
01520	US 67 & Elm Street (LED)	Godfrey
01525	US 67 & Pearl St. / Godfrey(LED)	Godfrey
01526	IL 255 & IL 111 / US 67 East Jct. (LED)(Video)	Godfrey
01527	US 67 & Wal-Mart Drive (LED) (Godfrey)	Godfrey
01530	IL 255 & Fosterburg Rd., S. Jct. (LED)	Alton
01531	IL 255 & Fosterburg Rd. N. Jct. (LED)	Alton
01540	70th St. & W. Main St./Foley Dr. (LED)	Belleville
01550	US 67 / IL 111 & Lars Hoffman Crossing (LED)	Godfrey
01560	74th St. & Foley Dr. (LED)	Belleville
01580	79th St. & St. Clair Ave. (LED)	E. St. Louis
01590	IL 100 & Clifton Terrace Rd. (LED)	Godfrey
01600	IL 109 & US 67 (LED)	Jerseyville
01620	IL 111 & Summit Ave. (LED)	E. St. Louis
01640	IL 111 & St. Clair Ave. (LED)	Washington Park
01660	IL 111 & I-64, N. Jct. (LED)	Washington Park
01680	IL 111 & Bunkum Rd. (LED)	Washington Park
01700	IL 111 & Maryland Ave. (LED)	Fairmont City
01720	IL 111 & Collinsville Rd., E. Jct. (LED)	Fairmont City
01740	IL 111 & Collinsville Rd., W. Jct. (LED)	Fairmont City
01760	IL 111 & Horseshoe Lake Rd. (LED)	Pontoon Beach
01780	IL 111 & IL 162 (LED)	Pontoon Beach
01800	IL 111 & Pontoon Rd. (LED)	Pontoon Beach
01810	IL 111 & Engineer Rd. (LED)	Pontoon Beach
01820	IL 111 & Chain of Rocks Rd. (Video) (LED)	Pontoon Beach-(N of)
01825	IL 111 & Gateway Commerce Center Dr. (LED)	Edwardsville and Pontoon
01830	IL 111 & New Poag Rd. (LED)	Pontoon Beach-(N of)
01835	Madison Ave. & Hedge Rd. (LED)	South Roxana
01840	IL 111 & Madison St./Hawthorne St. (RR) (LED)	Roxana
01860	IL 111 & Tydeman Ave. (LED)	Roxana

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01880	IL 111 & Thomas St. (LED)	Roxana
01900	IL 111 & Esther Ave. (LED)	Wood River
01920	IL 111 & IL 143 (LED)	Wood River
01940	IL 111 & Edwardsville Rd. (LED)	Wood River
01945	IL 111 & Wesley Dr./Lakin Blvd. (LED)	Wood River
01947	IL 111 & Memorial Lane (LED)	Wood River
01960	IL 111 & Airline Dr. (LED)	Bethalto
01980	IL 111 & IL 140, E. Jct. (LED)	Bethalto
01986	IL 111 & IL 255, North Junction (LED)	Bethalto
01987	IL 111 & IL 255, South Junction (LED)	Bethalto
02000	IL 111, 140 & Franklin Ave. (LED)	Cottage Hills
02001	IL 140 near Lenora Cottage Hills (Removed)	Cottage Hills
02020	IL 111, 140 & Stanley Rd. (LED)	Alton
02030	IL 140 & IL 255 Ramps (LED)	Bethalto
02040	IL 111, 140 & Powder Mill Rd. (LED)	Alton
02050	IL 111, 140 & Park Rd. (LED)	Alton
02060	IL 111, 140 & Fosterburg Rd. (LED)	Alton
02062	IL 127 & Elm St. (LED)	Greenville
02065	IL 140 (Landmark) & IL 143 (LED) Broadway Connector	Alton
02070	IL 140 & IL 159 (LED)	Bethalto- (East of)
02075	IL 140 & Texas Blvd.(LED)(VIDEO)	Bethalto
02080	IL 140 & Prairie St. (LED)	Bethalto
02085	IL 140 & Moreland St. (LED)	Bethalto
02087	IL 140 & Rodgers Ave. (LED)	Alton
02090	IL 140 (Broadway) & Monument Ave. (LED)	Alton
02095	IL 143 & Discovery Pkwy. (LED)	Alton
02096	IL 143 & Cpl Belchik (Indiana Ave)(LED)	Alton
02097	IL 143 & Enviroway (LED)	Wood River
03000	IL 143 & Old St. Louis Rd. (LED)	Wood River
03020	IL 143 & Wood River Ave. (LED)	Wood River
03040	IL 143 & 6th St. (LED)	Wood River
03060	IL 143 & 9th St. (LED)	Wood River
03080	IL 143 & 13th St. (LED)	Wood River
03100	IL 143 & 14th St./Ferguson Ave. (LED)	Wood River
03120	IL 143 & Edwardsville Rd. (LED)	Wood River
03122	IL 143 & Wesley Dr. (LED)	Wood River
03123	IL 143 & Shop n' Save (LED)	Wood River
03124	IL 143 & TCF Entrance -REMOVED 11/11	Wood River
03125	IL 143 & IL 255, W. Jct. (LED)	Roxana

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03126	IL 143 & IL 255, E. Jct. (LED)	Roxana
03128	IL 143 & Wanda Rd / Moreland Rd (LED)	Roxana
03129	IL 143 & Governors' Parkway (LED)	Edwardsville
03130	IL 143 & IL 157, E. Jct. (LED)	Edwardsville
03140	IL 143 & IL 159, N. Jct. (LED)	Edwardsville
03145	IL 159 & Moro Road (LED)	Edwardsville (North of)
03150	IL 143 & Troxler Ave./Koepfli Ln. (LED)	Highland
03160	IL 157 & Falling Springs Rd. (LED)	Cahokia
03180	IL 157 & Range Lane (LED)	Cahokia
03185	IL 157 & St. Paul Drive (LED)	Cahokia
03190	IL 157 & Hawkins Dr./Miskell Blvd. (LED)	Cahokia
03200	IL 157 & Kazilek Dr. (LED)	Cahokia
03210	IL 157 & Kenneth/Paris Ave. (LED)	Cahokia
03220	IL 157 & Lazercheff Dr. (LED)	Cahokia
03240	IL 157 & I-255, W. Jct. (LED)	Cahokia
03260	IL 157 & I-255 E. Jct./Triple Lakes Rd. (LED)	Cahokia
03280	IL 157 & Lake Dr./Foley Dr. (LED)	Centreville
03300	IL 157 & W. Main St./ State St. / E.St. Louis (LED)	E. St. Louis
03320	IL 157 & Vieux Carre Dr. (LED)	E. St. Louis
03340	IL 157 & St. Clair Ave., E. Jct. (LED)	Fairview Hts.
03360	IL 157 & St. Clair Ave., W. Jct. (LED)	Caseyville
03370	IL 157 & Tucker Dr. (LED)	Caseyville
03380	IL 157 & I-64, S.Jct./Rauckman Dr. (LED)	Caseyville
03400	IL 157 & I-64, N. Jct./Petroff Dr. (LED)	Caseyville
03410	IL 157 & Sasak Blvd. (LED)	Caseyville
03420	IL 157 & Bunkum Rd. (LED)	Caseyville
03440	IL 157 & O'Fallon St. (LED)	Caseyville
03460	IL 157 & CH 51 (LED)	Caseyville
03480	IL 157 & St. Louis Rd., S. Jct. (LED)	Collinsville
03500	IL 157 & Collinsville Rd., N. Jct. (LED)	Collinsville
03520	IL 157 & W. Main St. / Collinsville (LED)	Collinsville
03530	IL 157 & S. Mall Ent./Beverly Ln. (LED)	Collinsville
03535	IL 157 & Collinsville Crossing Blvd.(LED)	Collinsville
03540	IL 157 & I-55/70, S. Jct. (LED)	Collinsville
03560	IL 157 & I-55/70, N. Jct. (LED)	Collinsville
03580	IL 157 & Eastport Plaza Dr. (LED)	Collinsville
03600	IL 157 & Collinsville Belt (LED)	Collinsville
03620	IL 157 & Horseshoe Lake Rd. (LED)	Collinsville
03630	IL 157 & W. Main St. / Glen Carbon (LED)	Glen Carbon

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03640	IL 157 & I-270, S. Jct. (LED)	Glen Carbon- (West of)
03660	IL 157 & Chain of Rocks Rd.(LED) (Video)	Edwardsville
03662	IL 157 & Country Club/Auerbach (LED) (Video)	Edwardsville & GlenCarbon
03665	IL 157 & Meridian Rd.(LED) (Video)	Edwardsville & GlenCarbon
03668	IL 157 & Ginger Creek/Excel (LED) (Video)	Glen Carbon
03670	IL 157 & Center Grove Rd. (LED)	Edwardsville
03672	IL 157 & University Park/Mutual Ct. (LED)	Edwardsville
03675	IL 157 & E. University Dr./ Governors Pkwy (LED)	Edwardsville
03677	IL 157 & University Dr./Lewis Rd. (LED)	Edwardsville
03680	IL 157 & Schwarz St. (VIDEO) (LED)	Edwardsville
03690	IL 157 & Esic Drive (LED)	Edwardsville
03695	Center Grove Rd. & Esic Dr. (LED)	Edwardsville
03700	IL 157 & St. Louis St. (LED)	Edwardsville
03720	IL 157 & IL 159 (Buchanan St.), E. Jct. (LED)	Edwardsville
03740	IL 157 & IL 159 (Main St.), W. Jct. (LED)	Edwardsville
03745	IL 143 & Hillsboro Ave. (LED)	Edwardsville
03760	IL 158 & IL 161, W. Jct. (LED)	Shiloh
03780	IL 158 & Seibert Rd. (LED)	Shiloh
03785	IL 158 & Metrolink Sta.10 (LED)	Shiloh (Metro pays)
03790	Main St & Cross St. (LED)	Shiloh
03800	IL 158 & Wherry Rd./Maple St. (LED)	Shiloh
03804	Old IL 158 & Patriots Landing (LED)	Scott AFB
03820	IL 159 & Douglas Rd. (LED)	Smithton- (North of)
03830	IL 159 & Ross Ln. (LED)	Belleville
03835	IL 159 & Sandwedge/ Westhaven (LED)	Belleville
03840	IL 159 & Monroe St. (LED)	Belleville
03860	IL 159 & Lincoln St. (LED)	Belleville
03880	IL 159 & Washington St. (LED)	Belleville
03900	IL 159 & "A" St. (LED)	Belleville
03920	IL 159 & "C" St. (LED)	Belleville
03940	IL 159 & "E" St./Lebanon Ave. (LED)	Belleville
03945	IL 159 & "F" St. (LED)	Belleville
03950	IL 159 & Douglas Ave. (RR) (LED)	Belleville
03960	IL 159 & Boul Ave. (LED)	Swansea
03980	IL 159 & IL 161 (LED)(VIDEO)	Swansea
03984	IL 161 & Josephine Dr. (LED)	Swansea
03990	IL 159 & Parkway Dr./Sta.#7 Access Rd. (LED)	Swansea
04000	IL 159 & Fullerton Rd. (LED)	Swansea
04005	IL 159 & Rosewood Village Dr. (LED)	Swansea

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04007	IL 159 & Huntwood Rd. (LED)	Swansea
04008	IL 159 & Green Haven Dr./North Illinois Lane (LED)	Swansea
04010	IL 159 & Frank Scott Pkwy. (LED)	Swansea
04015	IL 159 & Chateau Dr.(LED)	Fairview Hgts
04020	IL 159 & Longacre Dr./Ashland Dr.(LED)	Fairview Hts.
04030	IL 159 & Lincoln Pl. (Lowe's Ent.) / Fairview Hgts(LED)	Fairview Hts.
04040	IL 159 & Lincoln Tr./Lincoln Hwy. (LED)	Fairview Hts.
04060	IL 159 & K-Mart/Associated Bank(LED)	Fairview Hts.
04080	IL 159 & St. Clair Sq. Ent./Market Pl. (LED)	Fairview Hts.
04100	IL 159 & I-64, S. Jct. (LED)	Fairview Hts.
04120	IL 159 & I-64, N. Jct. (LED)	Fairview Hts.
04140	IL 159 & Ludwig Dr./Salem Pl. (LED)	Fairview Hts.
04150	IL 159 & Fountains Blvd.(LED)	Fairview Hgts.
04152	IL 159 & Milburn School Rd./E. O'Fallon Dr.(LED)(VIDEO)	Fairview Hgts (North Of)
04160	IL 159 & Hollywood Hts.Rd./Bethel Rd. (LED)	Collinsville-(South of)
04170	IL 159 & George E. Chance Pkwy (LED)	Caseyville
04171	IL 159 & N. Commercial Access Rd. (LED)	Caseyville
04180	IL 159 & S. Morrison St./CH 30 (LED)	Collinsville
04200	IL 159 & Church St. (LED)	Collinsville
04220	IL 159 & Main St. / Collinsville (LED)	Collinsville
04240	IL 159 & Clay St. (LED)	Collinsville
04260	IL 159 & Wickliffe St. (LED)	Collinsville
04270	IL 159 & Spring St (LED)	Collinsville
04280	IL 159 & Collinsville Belt (LED)	Collinsville
04285	IL 159 & Camelot Drive (LED)	Collinsville
04290	IL 159 & Country Ln. (LED)	Collinsville
04292	IL 159 & St. Charles Dr. (LED)	Maryville
04296	IL 159 & I-55/70, North Junction(LED)	Maryville
04300	IL 159 & Maryville Center Dr. (LED)	Maryville
04320	IL 159 & Main St. / Maryville(LED)	Maryville
04322	IL 159 & Vadalabene Dr.(LED)	Maryville
04325	IL 159 & IL 162 (LED)	Maryville
04327	IL 159 & Glen Crossing Rd. (LED)	Glen Carbon
04328	Old Troy Rd. & Glen Crossing Rd. (LED)	Glen Carbon
04329	IL 159 & I-270 S.Jct. (LED)	Glen Carbon
04330	IL 159 & I-270 N. Jct. (LED)	Glen Carbon
04340	IL 159 & Glen Carbon Rd./Cottonwood Rd. (LED)	Glen Carbon
04341	Cottonwood Rd. & Junction Dr. (LED)	Glen Carbon
04360	IL 159 & Junction Dr. (LED)	Glen Carbon

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04361	IL 159 & Governors Parkway (LED)	Edwardsville
04362	IL 159 & Lowe's / Illini Dr. (LED)	Glen Carbon
04363	IL 159 & Dierburgs Entrance / Edw Crossing (LED)	Edwardsville
04364	IL 159 & Center Grove/ Kettle River (LED)	Edwardsville
04365	Troy Road & Center Grove/Goshen Rd. (LED)	Edwardsville
04366	Troy Road & Governors Pkwy (LED)	Edwardsville
04367	Troy Road & Southern/Kohl's Entrance (LED)	Edwardsville
04368	Troy Road & Harvard Drive (LED)	Edwardsville
04369	Troy Rd. & LaVelle (LED)	Edwardsville
04370	IL 159 (Main St.)& Schwarz St. (LED)	Edwardsville
04375	Troy Road & Montclair Ave. (LED)	Edwardsville
04380	Troy Road & Franklin Ave. (LED)	Edwardsville
04400	Troy Road & Schwarz St. (LED)	Edwardsville
04420	IL 160 & Walnut St.(LED)	Highland
04440	IL 160 & Laurel St.(LED)	Highland
04460	IL 160 & Washington St.(LED)	Highland
04480	IL 160 & Cypress St.(LED)	Highland
04500	US 40 & Troxler Ave / Iberg Rd (LED)	Highland
04510	IL 160 & Troxler Ave.(LED)	Highland
04520	St.Clair Ave.& 3rd Ave./North Access Rd.(LED)	Fairview Hts.
04525	IL 161 & Lynn Lee Ct./East Access Rd.(LED)	Fairview Hgts.
04530	IL 161 & St. Clair Ave.(LED)	Fairveiw Hgts.
04540	IL 161 & Lincoln Tr./Lebanon Rd. (LED)	Fairview Hts.
04550	IL 161 & Carson Dr. (LED)	Belleville
04560	IL 161 & Frank Scott Pkwy West (LED)	Belleville
04580	IL 161 & Royal Hts. Rd. (LED)	Belleville
04600	IL 161 & 17th St./Sullivan Dr. (LED)	Belleville
04620	IL 161 & N. Belt W./Fullerton Rd. (LED)	Swansea
04640	IL 161 & Lebanon Ave. (LED)	Belleville
04650	IL 161 & "B" St. (LED)	Belleville
04655	IL 161 & E. Main St. (LED)	Belleville
04660	IL 161 & Carlyle Rd. (LED)	Belleville
04680	IL 161 & West Blvd. (LED)	Belleville
04700	IL 161 & Green Mount Rd.(LED)	Belleville
04701	Greenmount Rd. & Weatherstone Dr. / SWIC Entrance (LED)	Belleville
04702	IL 161 & SWIC/YMCA Ent. (LED)	Belleville
04703	IL 161 & Commons Drive (LED)	Belleville
04706	IL 161 & Old IL 158, N. Jct. (LED)	Scott AFB- (South of)
04712	IL 162 & Riggins Rd. (LED)	Troy

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04714	IL 162 & Bradley Smith Blvd. (LED)	Troy
04715	IL 162 & I-55,70 Ramps SPDI (LED)	Troy
04716	IL 162 & Formosa Rd./Frontage Rd.(LED)	Troy
04717	IL 162 & Liebler Rd. / Formosa Rd. (LED)	Troy
04720	IL 162 & 23rd St. (LED)	Granite City
04740	IL 162 & Maryville Rd. (LED)	Granite City
04760	IL 162 & Horseshoe Lake Rd./Mockingbird Ln. (LED)	Granite City- (East of)IS
04780	IL 177 & Green Mount Rd. (LED)	Belleville
04790	IL 177 & 6th St. (LED)	Mascoutah
04800	IL 203 & Ohio Ave. (LED)	Madison
04820	IL 203 & Big Bend Rd./Eagle Park Rd. (LED)	Madison
04840	IL 203 & Harrison Ave./Maverick Dr. (LED)	Madison
04850	IL 203 & 3rd St. (LED)	Madison
04860	IL 203 & 6th St. (LED)	Madison
04880	IL 203 & 20th St. (LED)	Granite City
04900	IL 203 & IL 162 (LED)	Granite City
04920	IL 203 & 23rd St. (LED)	Granite City
04940	IL 203 & 25th St. (LED)	Granite City
04960	IL 203 & Victory Dr. (LED)	Granite City
04975	IL 203 & St. Clair Ave./Iowa St. (LED)	Granite City
04980	IL 203 & Madison Ave. (LED)	Granite City
05000	IL 203 & Jill Ave. (LED)	Granite City
05020	IL 203 Johnson/Fehling Road (LED)	Granite City
05040	REMOVED IL 203 & Pontoon Road REMOVED	Granite City
05042	IL 203 & North Street (LED)	Granite City
05060	IL 203 & Maryville Road (RR)(LED)	Granite City- (North of)
05070	US 67 & WalMart Entrance (Jerseyville) (LED)	Jerseyville
05075	US 67 & County Road (LED)	Jerseyville
05080	US 67 & Pearl Street / Jerseyville (LED)	Jerseyville
05100	Berkshire Ave. & Wood River Ave.	East Alton
05160	IL 140 (Broadway) & Washington Ave. (LED)	Alton
05180	Broadway & Main St./Cut St. (LED)	Alton
05200	Broadway & Milton Hill Rd. (LED)	Alton
05210	Carlyle Ave & McClintock Ave. (LED)	Belleville
05220	Collinsville Rd. & I-255, W. Jct. (LED)	Collinsville
05240	Collinsville Rd. & I-255, E. Jct. (LED)	Collinsville
05250	Collinsville Rd. & Collinsville 7/8 Center (LED)	Collinsville
05260	Collinsville Road & Black Lane (LED)	Collinsville- (West of)
05270	Collinsville Beltline & Johnson Hill Rd. (LED)	Collinsville

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05275	Collinsville Beltline & Bridle Rdg/Kingsbury Ct. (LED)	Collinsville
05280	Collinsville Beltline & Keebler Rd. (LED)	Collinsville
05300	Collinsville Beltline & Greenfield Dr. (LED)	Collinsville
05310	Horseshoe Lake Rd. & Arlington Dr. (LED)	Pontoon Beach
05320	Lebanon Ave. & West Blvd. (RR) (LED)	Belleville
05330	Lebanon Ave. & Old Collinsville Rd. (LED)	Belleville
05332	Lebanon Ave. & Southwind Dr. (LED)	Belleville- (NW of)
05335	Lebanon Ave. & Hartman Ln. (LED)	Shiloh
05337	Shiloh Road & Sierra / Warrior Way (LED)	Shiloh
05338	Lebanon Ave. & N. Green Mount Rd. (LED)	Shiloh
05340	Lincoln Tr. & Potomac Dr./N. Point Dr.(LED)	Fairview Hts.
05360	Lincoln Tr. & Union Hill Rd./Mark Dr.(LED)	Fairview Hts.
05380	Lincoln Tr. & Ruby Ln.(LED)	Fairview Hts.
05400	Lincoln Tr. & Commerce Ln.(LED)	Fairview Hts.
05420	Lincoln Hwy & St. Clair Sq., W. Ent.(LED)	Fairview Hts.
05440	Lincoln Hwy & St. Clair Sq./Frey Ln.(LED)	Fairview Hts.
05460	Lincoln Hwy & St. Clair Sq., E. Ent.(LED)	Fairview Hts.
05470	Lincoln Hwy. & Lexington / Aubuchon (LED)	Fairview Hts.
05480	Lincoln Hwy & Old Collinsville Rd. (LED)	O'Fallon & Fairview Hgts
05500	Main St. & Seminary St. (LED)	Collinsville
05520	Main St. & St.Louis Ave. (LED)	Collinsville
05540	N. Belt W. & W. Main St. (LED)	Belleville
05560	N. Belt W. & Royal Hts. Rd./37th St. (LED)	Belleville
05580	N. Belt W. & Buckingham/Canterbury Dr. (LED)	Belleville
05590	N. Main St. & E. Carondelet Rd./Dyroff St. (RR) (LED)	Dupo
05595	Pontoon Rd. & Missouri Ave. (RR) (LED)	Granite City
05600	Pontoon Rd. & Maryville Rd. (LED)	Granite City
05620	St. Clair Ave. & Bunkum Rd.(LED)	Fairview Hts.
05700	State St. & I-255, E. Jct.(LED)	E. St. Louis
05720	State St. & I-255, W. Jct.(LED)	E. St. Louis
05730	West Blvd. & Old Collinsville Rd./Mallard Dr. (LED)	Belleville
05740	I-64 (EB) Weigh Station	O'Fallon- (South of)
05760	I-55/70 (WB) Weigh Station	Maryville
09999	IDOT 8 TM Building	Fairview Heights

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 2, 2016

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 5.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. 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 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 original 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 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 or to extend the time for award.

- (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.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work 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.

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

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

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A 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, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) 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 contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the 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) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

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

"EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 90 Article 205.06. In the first sentence of the third paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”, and in the second sentence change “AASHTO T 224” to “Illinois Modified AASHTO T 99 (Annex A1)”.
- Page 91 Article 205.06. In the second line of the fifth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”.
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”, and in the third sentence change “AASHTO T 99” to “Illinois Modified AASHTO T 99”.
- Page 152 Article 310.09. In the second sentence of the second paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”, and in the third sentence change “AASHTO T 99” to “Illinois Modified AASHTO T 99”.
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”, and in the second sentence change “AASHTO T 224” to “Illinois Modified AASHTO T 99 (Annex A1)”.
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”.

- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”, and in the third sentence change “AASHTO T 224” to “Illinois Modified AASHTO T 99 (Annex A1)”.
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”.
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”, and in the third sentence change “AASHTO T 134 (Method B)” to “Illinois Modified AASHTO T 134 (Method B)”.
- Page 169 Article 352.12. In the first sentence of the first paragraph change “AASHTO T 22” to “Illinois Modified AASHTO T 22”, and in the second sentence change “AASHTO T 134 (Method B)” to “Illinois Modified AASHTO T 134 (Method B)”.
- Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

“EQUIPMENT DEFINITION

- V_s - Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D - Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P - Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B - Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F - Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons).”

- Page 331 Article 505.04(p). Under Range of Clearance in the first table change “in. x 10⁻⁶” to “in. x 10⁻³”.
- Page 444 Article 542.03. In the Notes in Table IIIB add “CPP Corrugated Polypropylene (CPP) pipe with smooth interior”.
- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from “CPE” to “CPP”.
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change “PE Polyethylene (PE) pipe with a smooth interior” to “CPP Corrugated Polypropylene (CPP) pipe with smooth interior”.
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 544 Article 639.03. In the first sentence of the first paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals,” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,””.
- Page 546 Article 640.03. In the first sentence of the first paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 548 Article 641.03. In the first sentence of the first paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals,” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,””.
- Page 621 Article 727.03. In the first sentence of the third paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 649 Article 801.02. In the first sentence of the first paragraph change “AASHTO’s Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 742 Article 1003.04(c). Under Gradation in the table change “(see Article 1003.02(c))” to “(see Article 1003.01(c))”.

- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read “For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better.”.
- Page 809 Article 1020.04(e). In the third line of the first paragraph change “ITP SCC-3” to “ITP SCC-4”.
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ““Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals”” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ““Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals” published by AASHTO” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 989 Article 1077.01. In the second sentence of the first paragraph change “Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change “Bridge Deck Approach Slabs.” to “Bridge Deck and Approach Slabs.”.

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.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 0. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

**IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION
(TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is **1**. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

VETERAN BUSINESS PROGRAM

Effective: November 6, 2014

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

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

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

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

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

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

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

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

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

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

- (a) In evaluating Vendor's good faith efforts, the Department may consider whether the ability of other bidders to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- (b) If the Department determines that Vendor has made good faith efforts to meet the goal, the Department may award the contract provided that Vendor is otherwise eligible for award.
- (c) If the Department determines that good faith efforts have not been met, the bidder may be determined to be nonresponsive or not responsible.

CALCULATING CERTIFIED VOSB/SDVOSB VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by the VOSB/SDVOSB vendors. Applicable guidelines for counting payments attributable to contract goals are listed below:

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

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

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

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

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

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

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

Where Vendor has established the basis for the substitution to the Department's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.

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

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

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

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

****RETURN WITH BID****

VETERAN BUSINESS PROGRAM (VBP) UTILIZATION PLAN

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

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

Vendor submits the following statement:

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

****RETURN WITH BID****

Vendor's person responsible for compliance:

Name: Title:
Telephone: Email

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

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

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

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

****RETURN WITH BID****

- _____ Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.

- _____ Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons.

- _____ Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the State.

- _____ Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

****RETURN WITH BID****

GOOD FAITH EFFORTS CONTACT LOG

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

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

****RETURN WITH BID****

LETTER OF INTENT (LOI)

BETWEEN PRIME VENDOR AND CERTIFIED VETERAN SMALL BUSINESS VENDOR

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

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

Contract Number:

Name of Vendor:

Name of Contact Person:

Address:

City, State and Zip:

Telephone: Fax: Email:

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

Address:

City, State and Zip:

Telephone: Fax: Email:

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

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

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

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

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

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

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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