

# **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.DE-Contracts@illinois.gov](mailto:DOT.DE-Contracts@illinois.gov)

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

## **STANDARD GUIDELINES FOR SUBMITTING 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](mailto:DOT.DBE.UP@illinois.gov) or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

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

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

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

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

**QUESTIONS: pre-letting up to execution of the contract**

Contractor pre-qualification .....	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) .....	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

# 194

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 16, 2017

**NOTICE TO PROSPECTIVE BIDDERS**

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 66E97  
Various Counties  
Section D3 DYNAMIC MESSAGE SIGN 2016  
Various Routes  
District 3 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. 66E97  
Various Counties  
Section D3 DYNAMIC MESSAGE SIGN 2016  
Various Routes  
District 3 Construction Funds**

**Furnishing and installing dynamic message signs on butterfly trusses at various locations in district 3.**

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**

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

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

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

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

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

**Attach Cashier's Check or Certified Check Here**

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

The proposal guaranty check will be found in the bid proposal for:

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

Check box Yes   
 Check box No

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER -

State Job # - C-93-005-16

66E97

Project Number

Route

County Name - BUREAU- FORD- IROQUOIS

VARIOUS

Code - 11 - 53 - 75

District - 3 - 3 - 3

Section Number - D3 DYNAMIC MESSGE SIGN 2016

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0323920	POLE MT EQUIP CAB TB	EACH	8.000				
X0325379	DIRECTIONAL BORING	FOOT	285.000				
X0325485	TR MTD LED DYN MSG SN	EACH	8.000				
X0325922	CELLULAR MODEM	EACH	8.000				
X0325941	ACCESS LADDER	EACH	8.000				
X0326905	CCTV DOME CAM IP BASE	EACH	8.000				
X6330115	TRB TM T1 SPL REM-REL	EACH	1.000				
X7010600	TC-PROT 701406 SPL	L SUM	1.000				
Z0033052	COMMUNICATIONS VAULT	EACH	8.000				
20200600	EXC & GR EX SHOULDER	UNIT	6.000				
20400800	FURNISHED EXCAVATION	CU YD	292.000				
542D0220	P CUL CL D 1 15	FOOT	90.000				
54213450	END SECTIONS 15	EACH	2.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	212.500				
63100167	TR BAR TRM T1 SPL TAN	EACH	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER -

66E97

State Job # - C-93-005-16

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Route

County Name - BUREAU- FORD- IROQUOIS

VARIOUS

Code - 11 - 53 - 75

District - 3 - 3 - 3

Section Number - D3 DYNAMIC MESSGE SIGN 2016

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
63200310	GUARDRAIL REMOV	FOOT	25.000				
64300450	IMP ATTEN NRD TL3	EACH	5.000				
64301090	ATTENUATOR BASE	SQ YD	47.500				
67100100	MOBILIZATION	L SUM	1.000				
70100450	TRAF CONT-PROT 701201	L SUM	1.000				
72501000	TERMINAL MARKER - DA	EACH	1.000				
73301805	OSS BUTFLY TY III-F-A	FOOT	309.400				
73301900	OSS WLKWB BFLY TYPE A	FOOT	50.600				
73400200	DRILL SHAFT CONC FDN	CU YD	78.200				
78200005	GRDRAIL REF TYPE A	EACH	6.000				
80400100	ELECT SERV INSTALL	EACH	8.000				
81028190	UNDRGRD C GALVS 1 1/2	FOOT	295.000				
81028220	UNDRGRD C GALVS 3	FOOT	2,360.000				
81702400	EC C XLP USE 3-1C 2	FOOT	2,715.000				

**CONTRACT NUMBER**

**66E97**

**THIS IS THE TOTAL BID**

**\$ \_\_\_\_\_**

**NOTES:**

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

##### A. **Conflicts of Interest**

Section 50-13. Conflicts of Interest.

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

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

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

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

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

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

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

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

### **D. Revolving Door Prohibition**

Section 50-30. Revolving door prohibition.

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

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

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

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

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

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

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

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

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

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

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

Section 50-14 Environmental Protection Act violations.

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

### **F. Educational Loan**

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

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

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

### **G. Bid-Rigging/Bid Rotating**

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

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

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

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

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

## RETURN WITH BID

### **H. International Anti-Boycott**

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

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

### **I. Drug Free Workplace**

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

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

### **J. Disclosure of Business Operations in Iran**

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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



**RETURN WITH BID**

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

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

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

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

**TO BE RETURNED WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

\_\_\_\_\_

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

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

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**RETURN WITH BID**

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

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

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

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**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

**4. 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 Human Rights Act (775 ILCS 5/et seq), and applicable administrative rules apply:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**Contract No. 66E97**  
**Various Counties**  
**Section D3 DYNAMIC MESSAGE SIGN 2016**  
**Various Routes**  
**District 3 Construction Funds**

**PART I. IDENTIFICATION**

Dept. of Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**PART II. WORKFORCE PROJECTION**

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

TABLE A

TABLE B

TOTAL Workforce Projection for Contract												
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES			
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)												
SUPERVISORS												
FOREMEN												
CLERICAL												
EQUIPMENT OPERATORS												
MECHANICS												
TRUCK DRIVERS												
IRONWORKERS												
CARPENTERS												
CEMENT MASONS												
ELECTRICIANS												
PIPEFITTERS, PLUMBERS												
PAINTERS												
LABORERS, SEMI-SKILLED												
LABORERS, UNSKILLED												
TOTAL												

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

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

FOR DEPARTMENT USE ONLY
-------------------------

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

**RETURN WITH BID**

**Contract No. 66E97  
Various Counties  
Section D3 DYNAMIC MESSAGE SIGN 2016  
Various Routes  
District 3 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

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

**RETURN WITH BID**  
**Contract No. 66E97**  
**Various Counties**  
**Section D3 DYNAMIC MESSAGE SIGN 2016**  
**Various Routes**  
**District 3 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL) Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP) Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm:  
\_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A JOINT VENTURE) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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

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

---

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 \_\_\_\_\_





DO NOT SUBMIT WITH BID

DBE Utilization Plan

(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 2300 South Dirksen Parkway Springfield, Illinois 62764 Local Let Projects Submit forms to the 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.



Subcontractor Registration Number \_\_\_\_\_

Letting \_\_\_\_\_

Participation Statement

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

(1) Instructions

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

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

(2) Work:

Please indicate: J/V \_\_\_\_\_ Manufacturer \_\_\_\_\_ Supplier (60%) \_\_\_\_\_ Subcontractor \_\_\_\_\_ Trucking \_\_\_\_\_

Table with 5 columns: Pay Item No., Description (Anticipated items for trucking)\*, Quantity, Unit Price, Total. Includes a Total row at the bottom right.

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

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

\*Applies to trucking only

(4) Commitment

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

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

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

Signature for Contractor \_\_ 1st Tier \_\_ 2nd Tier

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

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

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Signature for DBE Firm \_\_ 1st Tier \_\_ 2nd Tier

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

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

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

E \_\_\_\_\_

WC \_\_\_\_\_

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

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

## **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## NOTICE

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

**Contract No. 66E97  
Various Counties  
Section D3 DYNAMIC MESSAGE SIGN 2016  
Various Routes  
District 3 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

**I. DISCLOSURES**

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

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

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

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

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

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

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

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

**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)**

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

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

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

---

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

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

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

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

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

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

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

---

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

---

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

---

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

---

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

---

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

**RETURN WITH SUBCONTRACT**

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

---

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

---

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

---

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

**4. 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)



**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 16, 2017. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.

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

**Contract No. 66E97  
Various Counties  
Section D3 DYNAMIC MESSAGE SIGN 2016  
Various Routes  
District 3 Construction Funds**

**Furnishing and installing dynamic message signs on butterfly trusses at various locations in district 3.**

**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 January 1, 2017

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

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

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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

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### 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 D3 Dynamic Message Sign 2016, Various Counties, Contract No. 66E97 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

This project is located at various locations along Interstates 80, 39, 55 and 57 in Bureau, LaSalle, Livingston, McLean, Iroquois and Ford Counties.

### DESCRIPTION OF PROJECT

The improvements will include the installation of Dynamic Message Signs (DMS) on butterfly sign trusses at the following locations.

Location No.	Route	Direction	County	Mile Post	Station
1	FAI 80 (I-80)	EB	Bureau	41.9	317+50
2	FAI 80 (I-80)	WB	Bureau	65.8	1618+50
3	FAI 39 (I-39)	SB	LaSalle	73.9	829+98
4	FAI 39 (I-39)	NB	LaSalle	60.3	1110+00
5	FAI 55 (I-55)	SB	Livingston	208.0	281+12
6	FAI 55 (I-55)	NB	McLean	183.5	235+00
7	FAI 57 (I-57)	SB	Iroquois	287.2	424+80
8	FAI 57 (I-57)	NB	Ford	258.1	1704+05

## **TRAFFIC CONTROL PLAN**

Revised January 1, 2016

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards herein and in the plans.

Special attention is called to the following sections of the Standard Specifications, the Highway Standards, and the special provisions relating to traffic control:

Standard Specifications:

Section 701 - Work Zone Traffic Control and Protection  
Section 1106 – Work Zone Traffic Control Devices

Highway Standards:

701001	701006	701101	701106	701201
701400 (Special)	701406 (Special)	701428	701901	

In addition, the following also relate to traffic control for this project:

### **RECURRING SPECIAL PROVISIONS**

Work Zone Public Information Signs

### **SPECIAL PROVISIONS**

Keeping Roads Open to Traffic

Plastic Drums

Traffic Control and Protection, Standards 701400 (Special) and 701406 (Special)

Speed Display Trailer (BDE)

Vehicle Parking

Equipment Illumination

## **KEEPING ROADS OPEN TO TRAFFIC**

(Effective December 1, 1999; Revised December 14, 2009)

All lanes shall be open to traffic during the legal holiday periods according to Article 107.09 of the Standard Specifications, during weekends defined as 3:00 p.m. Friday to 12:00 midnight Sunday, and at the end of each work day.

This work will not be paid for separately, but shall be included in the cost of the applicable traffic control items.

## **PLASTIC DRUMS**

Effective August 15, 2005;

Revised January 1, 2008

Plastic drums according to Standard 701901 with steady burning lights shall be used in lieu of cones, Type I and Type II barricades, and vertical barricades throughout lane closures.

## **TRAFFIC CONTROL AND PROTECTION, STANDARDS 701400 (SPECIAL) AND 701406 (SPECIAL)**

Description. Replace any reference to Standard 701400 in Standard 701406 with the detail, Standard 701400 (Special), shown on the plans.

Construction Requirements. This work shall be done according to the applicable portions of Section 701 and 780 of the Standard Specifications, the details on the plans, and Standards 701406 and 701901.

Temporary rumble strips, when shown on the detail, shall be constructed of white thermoplastic or temporary tape pavement markings placed to a thickness of one-half inch.

Method of Measurement. Traffic control and protection required under the detail, Standard 701400 (Special), will not be measured for payment.

Temporary thermoplastic rumble strips and lane drop arrows, when shown on the detail, will not be measured for payment.

In Article 701.19(c) Measured As Lump Sum of the Standard Specifications, replace Standard 701406 with Standard 701406 (Special).

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701406 (SPECIAL).

## **VEHICLE PARKING**

Revised January 1, 2007

Parking of personal vehicles within the interstate right of way will be strictly prohibited. Parking of construction equipment within the right of way will be permitted only at locations approved by the Engineer and never within median area or overnight on any roadway area.

## **EQUIPMENT ILLUMINATION**

Revised January 26, 1998; Revised January 1, 2016

The Contractor shall equip all vehicles entering and exiting the work area with flashing amber lights, installed so the illumination is visible from all directions.

## **DRILLED SHAFT CONCRETE FOUNDATION**

Revise the third paragraph of Article 503.21(b) to read:

Reinforcement bars will not be paid for separately, but shall be included in the cost of DRILLED SHAFT CONCRETE FOUNDATIONS.

## **EXCAVATING AND GRADING EXISTING SHOULDER** (Effective: November 26, 2013; Revised January 1, 2016)

This work shall proceed according to Section 202 of the Standard Specifications. At locations where furnished excavation is “not” required, all excavated materials from drilled shaft foundation operations shall be placed on the foreslope, adjacent to the existing HMA shoulder.

### **“The Contractor shall not remove any excavated soil from the project limits”.**

The material shall have a maximum size of 2 inches and it shall be compacted to the satisfaction of the Engineer, seeded, fertilized and covered with a heavy duty erosion control blanket.

Basis of Payment. This work, including the placing, compacting material, seeding, fertilizing and heavy duty erosion control blanketing will be paid for at the contract unit price per unit for EXCAVATING AND GRADING EXISTING SHOULDER.

## **FURNISHED EXCAVATION**

Description: This work shall consist of excavating, hauling, placing, shaping, and compacting suitable materials at locations shown on the plans for impact attenuator bases and for widening in accordance with Standard 630301 at guardrail locations. The material shall be obtained from locations approved by the Engineer from outside the limits of the right of way.

### **CONSTRUCTION REQUIREMENTS**

General: The final surface of all embankment areas shall be seeded, fertilized and covered with a heavy duty erosion control blanket according to the relevant sections of Articles 250 and 251. The top 4 in. of the seeded areas shall be vegetation sustaining soil subject to the approval of the Engineer.

The material shall be compacted to the satisfaction of the Engineer.

The cost of shaping the slopes, compaction, providing vegetation sustaining soil, seeding, fertilizing and heavy duty erosion control blanket will not be paid for separately but shall be included in the cost of FURNISHED EXCAVATION.

Method of Measurement: Furnished excavation will be measured per cubic yard and shall be measured by truck volume methods at the point of unloading. The Engineer and the Contractor shall agree upon the volume of each truck before hauling begins.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for FURNISHED EXCAVATION.

### **SHOULDER STABILIZATION AT GUARDRAIL**

Effective February 7, 2013

Replace the last sentence of the second, third and fourth paragraphs of Article 630.06 with the following:

The void around each post shall be backfilled with earth or aggregate and capped with 3 inches (75 mm) of grout.

### **ELECTRIC CABLE IN CONDUIT**

Add the following paragraph to the end of Article 817.03 of the Standard Specifications:

“The trench carrying the electric cable conduit shall be marked with a one-polymer warning stake placed equidistant between points where there is a change in direction and on either side of embankments and structures. The warning stake shall be a solid red color with a warning sign at the top of the stake. The stake shall have a sign at the top stating BURIED ELECTRIC CABLE ↔ CALL ILLINOIS DEPARTMENT OF TRANSPORTATION (815-434-6131) BEFORE DIGGING. The sign shall have a nominal dimension of 14 inches (350 mm) by 3 inches (75 mm). The stake shall have a nominal dimension of 3 inches (75 mm) wide by 0.25 inch (6 mm) thick by 5.5 feet (1.67 m) long. Fifty percent of the stake length shall be buried leaving approximately 30 inches (760 mm) exposed above ground displaying the sign. The stake shall be of such design as to deflect upon impact by a vehicle and flex back to original position. The stake shall have a factory-attached anchor. The anchor shall catch soil around the stake and prevent unauthorized removal.”

This work will not be paid for separately, but shall be included in the cost of the electric cable in conduit.

## COMMUNICATIONS VAULT

Description: This work shall be in accordance with Sections 814 and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing a communications vault constructed of polymer concrete.

Materials: Materials shall be as follows:

The communications vault and lid shall conform to the following specifications:

Cover:

Material: Polymer Concrete

Nominal Dimensions: 24" W x 36 L"

Gasketed, Heavy Duty Lid with 2 Bolts

Design/Test Load: 15,000/22,500 lbs.

ANSI Tier: 15

Box:

Material: Polymer Concrete

Nominal Dimensions: 24" W x 36" L x 30" D

Open Bottom

Design/Test Load: 22,500/33,750 lbs.

ANSI Tier: 22

## CONSTRUCTION REQUIREMENTS

Construction: The location of the communications vault shall be excavated so that the top of the communications vault is set flush with the sidewalk or paved surface. When installed in earth shoulder away from the pavement edge, the top surface of the communications vault shall be 1 in. (25 mm) above the finished grade. The excavation shall be deep enough to accommodate the depth of the box and french drain.

The french drain shall be constructed underneath the proposed communications vault according to Article 601.06 and in accordance with Highway Standard 814001.

The conduits shall enter the vault at 24" and the Contractor shall install six inches of CA 5 or CA 7 in the bottom of the vault.

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 0.375 inch (10 mm) in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 0.375 inch (10 mm) in diameter. The lift ring and loop shall be recessed in the cover.



Cleaning: The communications vault shall be thoroughly cleaned of any accumulation of silt, debris, or foreign matter of any kind.

Method of Measurement: This work will be measured for payment by each.

Basis of Payment: This work will be paid for at the contract unit price of each for COMMUNICATIONS VAULT, which shall be payment in full for all labor, equipment, and materials required to provide and install the equipment described above, complete.

## **POLE MOUNTED EQUIPMENT CABINET, TYPE B**

Description: This work consists of furnishing and installing a pole mounted equipment cabinet and peripheral equipment at locations indicated in the Plans. These cabinets will be utilized to house critical electrical, optical, and communications equipment at each dynamic message sign location.

Materials: Materials shall be in accordance to the following specifications and as shown on the drawings.

General: The equipment cabinet shall be mounted and anchored on the sign structures at locations indicated in the Plans. In addition, all mounting hardware and brackets required to install the equipment cabinet on the pole shall be stainless steel and provided. The mounting heights and pole diameters shall be as specified by the Engineer. All conduit/wire attached to the structure shall be included. A utility electric meter fitting shall be included where shown mounted on the sign structure adjacent the cabinet. All ground rods/wire/conduits/access wells shall be included.

The Type B cabinet shall be a NEMA 3R Single Door Enclosure, constructed from .125" thick aluminum, with minimum outside dimensions of 41" (H) x 25" (W) x 16" (D). The cabinet shall have a natural finish.

The cabinet shall be furnished with one adjustable height shelf, a three point latching mechanism, three position door stop (90, 120, 180 degrees), neoprene door gasket, door louvers, overhang vent slots, continuous stainless steel door hinge, interior stiffeners for pole mounting, and all stainless steel hardware. The cabinet shall also have a Corbin #2 dead bolt lock or equal. The key shall be removable in the lock position only. Six keys shall be supplied for each lock, and all equipment cabinet locks shall be keyed the same. The cabinet shall be equipped with a thermostatically controlled ventilation fan. The cabinet shall include one sliding laptop shelf with storage compartment.

All cables shall be labeled utilizing marking tags.

The cabinet shall be equipped with a main power panel as shown on the cabinet plan detail sheet. The power panel shall include one double pole 60A main power breaker, one single pole 30A main cabinet breaker, one single pole 15A equipment breaker, neutral bus bar, ground bus bar, 15A weather resistant GFI receptacle, two terminal blocks, one surge protector, and one six outlet power strip with integral surge protection. The power panel shall include a plexi-glass safety shield that covers the power panel.

#### Stand Pad

The Contractor shall install a 48" x 48" concrete stand pad at each location. The top of the stand pad shall be no lower than 42" from the bottom of the equipment cabinet. The cost of this stand pad shall be included in the bid price for this pay item.

#### Surge Protectors

The cabinet shall include a surge protector for the dynamic message board power. The DMS surge protector shall be an Edco LPL240L25-2 or equivalent.

The cabinet equipment surge protector shall be an ECO SHA-1210 or approved equal.

A surge protector shall protect each leg of the primary power feed. This surge protector shall be installed as a precautionary measure against possible damage resulting from voltage surges on all incoming power lines. The 120V AC single-phase surge protector shall incorporate a series choke and shall have a maximum clamp voltage of 340 V at 20 kA with a 5 ns response.

In addition, the surge protector shall have the capability of removing high-energy surges and shall block high-speed transients. The surge protector shall comply with the following specifications:

Peak Current:	20,000 amps (8 X 20 us wave shape)
Occurrences:	20 times at peak current
Minimum Series Inductance:	200 microHenrys
Continuous Series Current:	50A
Temperature Range:	-40°F to 185°F (-40°C to +85°C)

#### Power Strip

The cabinet power strip shall have a minimum of six outlets and integral surge suppression that meets or exceeds the following minimum specifications:

- Let Through Voltage: <85 Volts
- Operating Voltage: 120VAC, 50/60H
- UL Suppressed Voltage Rating: 330V
- Energy Rating: 320J
- Peak Current NM/CM: 13k Amps NM, 13k Amps CM
- EMI/RFI Noise Filtration: >25-60dB

The power strip shall be wired directly to the protected power terminals on the cabinet surge arrester.

## CONSTRUCTION REQUIREMENTS

The Contractor shall prepare and submit shop drawings that detail all of the components to be supplied, along with associated mounting hardware for the pole mounted equipment cabinet. The shop drawings must be approved by the Engineer prior to installation of the completed cabinet in the field.

The Engineer reserves the right to inspect and/or factory test any completed cabinet assemblies prior to shipment of the material to the project site. Any deviations from these specifications that are identified during such testing shall be corrected prior to delivery of the assembly to the project site.

The AC power service to be run to the equipment cabinet shall be terminated. In addition, the cabinet shall be connected to an adequate ground following the Standard Specifications and as shown on the drawings

The Contractor shall terminate any inbound and outbound cables in the equipment cabinet. The Contractor shall terminate any twisted pair communication cable on the termination panel in the equipment cabinet as shown in the Plans. Lugs shall be installed at the end of each conductor suitable for connection to the barrier terminal blocks.

The Contractor shall terminate all fiber optic cables required for the DMS in the equipment cabinet. All fibers in the cable shall be terminated in an approved enclosure with ST connectors and labeled with fiber color utilizing a computer generated label.

The Contractor shall install DIN rail and associated equipment inside the cabinet to the satisfaction of the Engineer.

Method of Measurement: This item shall be measured for payment by each pole mounted equipment cabinet type B in-place.

Basis of Payment: This work shall be paid for at the contract unit price each for POLE MOUNTED EQUIPMENT CABINET, TYPE B, and shall include all equipment, material and labor detailed in the specifications and as shown on the Plans.

## **DIRECTIONAL BORING**

Description: This item shall consist of furnishing and installing a 3" rigid galvanized steel conduit for the following locations:

- Location #5: I-55 SB (MM 208.0) DMS. This conduit shall be bored under E2500 N. Road embankment as shown on the plans.
- Location #6: I-55 NB (MM 183.5) DMS. from the utility installed power pedestal to the communications vault. This conduit shall be directionally bored under US Route 66 as shown on the plans.
- Location #7: I-57 SB (M.M. 287.2) DMS. This conduit shall be bored under the concrete slope wall of Structure No. 038-0131 carrying E. 2100N Rd. over I-57.
- Location #8: I-57 NB (M.M. 258.0) DMS. This conduit shall be bored under the concrete slope wall of Structure No. 038-0027 carrying E. 100N Rd. over I-57.

Materials: Materials shall be according to article 1088.01(a) and all applicable Sections of the Standard Specifications, Union Pacific, N.E.C., IDOT, local ordinances, and local electrical utility standards.

## **CONSTRUCTION REQUIREMENTS**

General: The contractor shall install the conduit by using the directional boring method, installed to the depths as shown on the drawings at a minimum.

Method of Measurement: This work will be measured for payment in feet in place

Basis of Payment: This work shall be paid for at the contract unit price per FOOT installed for DIRECTIONAL BORING which shall be payment in full to complete this work as directed by the Engineer.

## **CELLULAR MODEM**

Description: The Contractor shall furnish an industrial cellular router with an industrial power supply, and an externally mounted cellular antenna.

## CONSTRUCTION REQUIREMENTS

**General:** The Contractor shall install the cellular router and industrial power supply inside the proposed ITS equipment cabinet using DIN rail mounting. The Contractor shall furnish and install all wiring and hardware required to install the cellular router, power supply, and external antenna.

The Department will assist with providing programming parameters for the cellular modem. The Contractor shall coordinate with the dynamic message board supplier to get the modem configured for reliable operation with the message board. The 90 day burn-in period will not commence until communications are fully operational. The router shall be compatible with the Department's current cellular data plan

**Materials:** The cellular router shall be a Red Lion Controls SN-6721-VZ Cellular Modem 4G LTE/3G/2G or approved equal that meets or exceeds the following minimum specifications:

### FEATURES & BENEFITS

- |                                |  |
|--------------------------------|--|
| Cellular Connectivity:         | <ul style="list-style-type: none"><li>• 2G/2.5G (GSM GPRS/EDGE and CDMA 1XRTT)</li><li>• 3G (GSM WCDMA/HSDPA/HSUPA or EVDO Rev A)</li><li>• 4G LTE</li></ul>   |
| Built-In Security & Routing:   | <ul style="list-style-type: none"><li>• Secure modbus data using IPSec VPN tunnels</li><li>• VPN tunnel: IP SEC, SSL</li><li>• Port forwarding</li><li>• Stateful Firewall</li><li>• Packet Filtering</li><li>• Access Control List (ACL)</li></ul>                                  |
| Powerful Web-Based Management: | <ul style="list-style-type: none"><li>• Provides remote monitoring and control</li><li>• Mass activation and device upgrades</li><li>• Remote diagnostics and troubleshooting</li><li>• Reporting of key metrics</li></ul>   |
| Rugged, Compact Design:        | <ul style="list-style-type: none"><li>• -40 to +85°C operating temperature</li><li>• DIN-rail mounting</li></ul>   |
| Features:                      | <ul style="list-style-type: none"><li>• Connect multiple devices to single WAN link</li><li>• Remote TCP/IP based capabilities</li><li>• Integrated switching/routing capabilities</li><li>• Serial to IP conversion</li><li>• Access IP and serial devices simultaneously</li></ul> |

### SPECIFICATIONS

- |                        |  |
|------------------------|--|
| Wireless Interface:    | <ul style="list-style-type: none"><li>• Verizon LTE with Fallback to EVDO</li></ul>                            |
| Ethernet Interface:    | <ul style="list-style-type: none"><li>• 5x RJ45 Ethernet 10/100 auto-sensing</li></ul>                         |
| Serial Interface:      | <ul style="list-style-type: none"><li>• 1x RS-232 Serial DB9 115200bps</li></ul>                               |
| USB Interface:         | <ul style="list-style-type: none"><li>• 1x USB2.0 mini</li></ul>   |
| LED Status Indicators: | <ul style="list-style-type: none"><li>• Power, WAN, Signal, RS232, Ethernet Link and Activity</li></ul>        |
| Dimensions:            | <ul style="list-style-type: none"><li>• Steel 120 x 96 x 51 mm (4.7" x 3.77" x 2.0"), 500g (1.1 lbs)</li></ul> |
| Power Input:           | <ul style="list-style-type: none"><li>• 8 - 30 Vdc (12Vdc nominal)</li></ul>                                   |

- Environmental:
  - Operating Temp: -40 to +85°C
  - Shock: IEC60068-2-27,
  - Vibration: IEC60068-2-6
  - Humidity: 5 to 95% non-condensing
- Certification:
  - EMC:FCC, part 15 and Industry Canada, ICES-003
  - Hazardous Locations: Class I, Div. 2, Groups A,B,C,D, UL1604
  - Electrical Safety: UL508/CSA22.2/14 (CUL)
- Routing Protocols:
  - OSPF, BGP, RIP
- Encapsulation Protocols:
  - GRE and IPinIP
- Tunneling:
  - VPN: IPsec, SSL, and GRE
- Clustering:
  - VRRP
- IP:
  - NAT, Port Forwarding, Dynamic DNS, DHCP
  - Stateful Inspection Firewall, IP Transparency
- Warranty:
  - 3 years on design and manufacturing defects

The Contractor shall furnish an Aaxeon Model DR-4512 45 watt industrial DIN rail power supply or approved equal that meets or exceeds the following specifications:

#### OUTPUT

- DC Voltage: • 12V
- Rated Current: • 3.5A
- Current Range: • 0-3.5A
- Rated Power: • 42W
- Ripple & Noise (Max.): • 200mVp-p
- Voltage Adjustment Range: • 10.8 – 13.2V
- Voltage Tolerance: • +/- 1.0%
- Line Regulation: • +/- 1.0%
- Load Regulation: • +/- 1.0%
- Setup, Rise Time: • 800ms, 60ms/230VAC at full load
- Hold Time (Typ.): • 100ms/230VAC at full load

#### INPUT

- Voltage Range: • 85 – 265 VAC, 120 – 370 VDC
- Frequency Range: • 47 – 63 Hz
- Efficiency (Typ.): • 77%
- AC Current (Typ.): • 1.5A/115VAC, 0.75A/230VAC
- Inrush Current (Typ.): • Cold Start 28A/115VAC, 56A/230VAC
- Leakage Current: • <1mA/240VAC

#### PROTECTION

- Over Load: • 105 – 150% rated output power (Protection Type: Constant current limiting, recovers automatically after fault condition is removed)
- Over Voltage: • 13.8 – 16.2V (Protection Type: Shut down o/p voltage, re-

- Over Temperature:
- power on to recover)
  - 135 degrees C (Protection Type: Shut down o/p voltage, recovers automatically after temperature goes down)

#### ENVIRONMENT

- Working Temperature:
- -10 to 50 degrees °C
- Working Humidity:
- 20 – 90% Non-condensing
- Storage Temperature:
- -20 to 85 degrees °C
- Storage Humidity:
- 10 to 95% Relative Humidity

#### SAFETY

- Safety Standards:
- UL 508
- Withstand Voltage:
- I/P-O/P:3KVAC, I/P-FG:1.5KVAC, O/P-FG:0.5KVAC
- Isolation Resistance:
- I/P-O/P, I/P-FG, O/P-FG:100M Ohms/500VDC
- Harmonic Current:
- Compliance to EN61000-3-2,-3
- EMI Conduction and Radiation:
- Compliance to EN55011, EN55022

#### OTHER

- Mounting
- DIN Rail

The Contractor shall furnish and install a NEMA 15-R power cable (3 ft. length) and install the power supply in the proposed equipment cabinet and connect the cellular modem to it.

The cellular modem shall be equipped with an external antenna that shall be attached to the sign structure support and aimed at the nearest Verizon cellular tower.

The cellular antenna shall be a Wilson Electronics 14 dBi Gain 1900 MHz Yagi Antenna (Product Number 301124) or approved equal that meets or exceeds the following specifications:

- Features:
- Supports 1900MHz PCS Frequency band, Compatible with all PCS providers, Built-in ground plane
- Antenna Type:
- Directional
- Number of Elements:
- 9
- Material:
- Aluminum
- Frequency Range:
- 1850-1990 MHz
- Impedance:
- 50 Ohms
- Antenna Gain:
- 14 dBi (1710-1880 MHz and 1850-1990 MHz)
- Beam Width:
- H 31 Degrees, V 31 Degrees
- Polarization:
- Vertical
- Maximum Power:
- 25 Watts
- Radiation:
- Directional
- Connector:
- N Female
- Dimensions:
- Pole with U-Bolts
- Mounting:
- U-Bolts, Mounts on pipe with 0.5 inch to 1.5 inch diameter
- Accessories:
- RG-58 coax extension equipped with factory installed connectors for Yagi and cellular modem, 20 Ft. Length

The Contractor shall furnish and install all cables, brackets, pole mast and hardware required to install the antenna onto the sign structure. The Contractor shall not drill any holes into the top of the proposed equipment cabinet to mount the antenna.

Method of Measurement: This work will be measured for payment by each.

Basis of Payment: This work will be paid for at the contract unit price per each for CELLULAR MODEM which price shall be payment in full for all labor, materials, and equipment required to provide the cellular modem complete with all accessories described above, configure the modem for operation with the TMDMS and camera, and install it in the proposed equipment cabinet.

### **CLOSED CIRCUIT TELEVISION DOME CAMERA, IP BASED**

Description: This work shall consist of furnishing and installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly, camera brackets, and all other items required for installation and operation. This assembly shall contain all components identified in the Materials Section and shall be configured as indicated on the plan sheets.

Materials: Materials shall be according to the following.

The CCTV camera shall be an Axis Model Q6042-E Dome Camera Assembly for integration into the existing ITS system.

The Contractor shall provide all materials required to install the proposed camera on the proposed sign structure camera mast as shown on the plan sheets.

The Contractor shall submit catalog cut sheets to the Department for all items (mounting brackets, hardware, etc.) that will be utilized for review prior to commencing work.

The Department will program the cameras.



The camera shall meet or exceed the following specifications:

CAMERA

VIDEO: 50 Hz, 60 Hz

IMAGE SENSOR: ¼" ExView HAD Progressive Scan CCD

LENS: 3.3 – 119 mm, F1.4 – 4.2, autofocus, horizontal angle of view: 57.2° - 1.7°

DAY AND NIGHT: Automatically removable infrared-cut filter

MINIMUM ILLUMINATION: Color: 0.5 lux at 30 IRE, B/W: 0.008 lux at 30 IRE

SHUTTER TIME: NTSC: 1/30000 s – 1.5 s, (50 Hz): 1/30000 s – 0.5 s (60 Hz)

PAN/TILT/ZOOM: E-flip, 256 preset positions  
Pan: 360° endless, 0.05 – 450°/s  
Tilt: 220°, 0.05 – 450°/s  
Zoom: 36x optical zoom and 12x digital zoom, total 432x zoom  
Guard tour  
Control queue

VIDEO

VIDEO COMPRESSION: H.264 (MPEG-4 Part 10/AVC), Motion JPEG

RESOLUTIONS: Extended D1 736x576 to 176x144 (50 Hz),  
Extended D1 752x480 to 176x120 (60 Hz)

FRAME RATE (H.264): Up to 25/30 fps (50/60 Hz) in all resolutions

FRAME RATE (M-JPEG): Up to 25/30 fps (50/60 Hz) in all resolutions

VIDEO STREAMING: Multiple, individually configurable streams in H.264  
and Motion JPEG  
Controllable frame rate and bandwidth  
VBR/CBR H.264

IMAGE SETTING: Wide dynamic range (WDR), Manual shutter time, Compression,  
Color, Brightness, Sharpness, White balance, Exposure control,  
Exposure zones, Backlight compensation, Fine tuning of behavior  
at low light, Rotation, Text and image overlay, 32 individual 3D  
privacy masks, Image freeze on PTZ  
Electronic Image Stabilization

## NETWORK

SECURITY: Password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, Digest authentication, User access log

PROTOCOLS: IPv4/v6, HTTP, HTTPSa, SSL/TLS, QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH, NTCIP

## SYSTEM INTEGRATION

APPLICATION PROGRAM INTERFACE: Open API for software integration, including VAPIX® from Axis Communications available at [www.axis.com](http://www.axis.com)

INTELLIGENT VIDEO: Video motion detection, Autotracking, Active Gatekeeper, AXIS Camera Application Platform enabling installation of additional applications

EVENT TRIGGERS: Video motion detection, Shock detection, Fan, Heater, Temperature, Manual trigger, Autotracking, Moving, PTZ preset, Edge storage events, AXIS Camera Application Platform

EVENTS ACTIONS: File upload: FTP, HTTP, network share and email  
Notification: email, HTTP and TCP  
PTZ preset, Guard tour, Autotracking, Day/night mode, Video recording to edge storage, Pre- and post-alarm video buffering

## GENERAL

CASING: IP66-, NEMA 4X- and IK10-rated metal casing (aluminum), polycarbonate (PC) clear dome, sunshield (PC/ASA)

MEMORY: 512 MB RAM, 128 MB Flash

POWER: High Power over Ethernet (High PoE), max. 60 W  
AXIS T8124 High PoE 60 W Midspan 1-port: 100–240 V AC, max. 74 W

CONNECTORS: RJ45 for 10BASE-T/100BASE-TX PoE  
RJ45 Push-pull Connector (IP66) included

EDGE STORAGE: SD/SDHC/SDXC slot supporting memory card up to 64 GB (card not included); support for recording to network share (network-attached storage or file server)

OPERATING CONDITIONS :	-50 °C to 50 °C (-58 °F to 122 °F) Arctic Temperature Control enables camera start-up at temperatures as low as -50 °C (-58 °F) Humidity 10–100% RH (condensing)
APPROVALS:	EN 55022 Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 55024, EN 50121-4, IEC 62236-4, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, C-tick AS/NZS CISPR 22 Class A, KCC KN22 Class A, KN24, IEC/EN/UL 60950-1, IEC/EN/UL 60950-22, IEC/EN 60529 IP66, NEMA 250 Type 4X, NEMA TS-2-2003 v 02.06, subsection 2.2.7, 2.2.8, 2.2.9; IEC 62262 IK10, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-78, IEC 60068-2-14, IEC 60068-2-30, IEC 60068-2-6, IEC 60068-2-27, IEC 60068-2-60, ISO 4892-2 Midspan: EN 60950-1, GS, UL, cUL, CE, FCC, VCCI, CB, KCC, UL-AR
WEIGHT	3.7 kg (8.2 lb.)
INCLUDED ACCESSORIES:	AXIS T8124 High PoE 60 W Midspan 1-port, RJ45 Push-pull Connector (IP66), Sunshield, Installation Guide, Installation and Management Software CD, Windows decoder 1-user license

#### Environmental Enclosure/Housing

The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed enclosure. If the option exists in the standard product line of the manufacturer, the assembly shall be supplied with an integral sun shield. The enclosure shall be fully water and weather resistant with a NEMA 4 rating or better.

The camera dome shall be constructed of distortion free acrylic or equivalent material that must not degrade from environmental conditions. The environmental housing shall include a camera-mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector. An integral fitting compatible with a standard 1-1/2 in (38.1 mm) NPT pipe, suitable for outdoor pendant mounting shall also be provided.

The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall turn on when the temperature within the enclosure falls below 40 °F (4.4°C). The heater shall turn off when the temperature exceeds 60 °F (15.6 °C). The heater will minimize internal fogging of the dome faceplate when the assembly is operated in cold weather.

In addition, a fan shall be provided as part of the enclosure. The fan will provide airflow to ensure effective heating and to minimize condensation.

The enclosure shall be equipped with a hermetically sealed, weatherproof connector, located near the top for external interface with power, video, and control feeds.

### CCTV Dome Camera Mounting Supports

The Contractor shall furnish and install an Axis Pole Mount Bracket T91A67 (Part Number 5017-671) for camera installation on traffic signal mast arms and CCTV camera poles and stainless steel banding as required.

Mounting supports shall be configured as shown on the camera support detail plans and as approved by the Engineer. Mount shall be of aluminum construction with enamel or polyester powder coat finish. Braces, supports, and hardware shall be stainless steel. Wind load rating shall be designed for sustained gusts up to 90 mph (145 km/hr), with a 30% gust factor. Load rating shall be designed to support up to 75 lb (334 N). For roof or structural post/light pole mounting, mount shall have the ability to swivel inward for servicing. The mounting flange shall use standard 1-1/2 inch (38.1 mm) NPT pipe thread.

### Connecting Cables

The Contractor shall furnish and install outdoor rated, gel-filled CAT 5E cable. The cable shall be terminated using the IP66 rated RJ-45 connector on the camera end and a standard RJ-45 connector in the cabinet. The Contractor shall test the cable prior after termination.

The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed For Outdoor Above- Ground or Conduit Duct applications
- Cat5E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard
- Unshielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant
- Gel filled

## CONSTRUCTION REQUIREMENTS

### General

The Contractor shall prepare a shop drawing detailing the complete CCTV Dome Camera Assembly and installation of all components to be supplied for approval of the Engineer. Particular emphasis shall be given to the cabling and the interconnection of all of the components.

The Contractor shall install the CCTV dome camera assembly at the locations indicated in the Plans. The CCTV Dome Camera Assembly shall be mounted on a pole, wall, or other structure.

### Testing

The Contractor shall test each installed CCTV Dome Camera Assembly. The test shall be conducted from the field cabinet using the standard communication protocol and a laptop computer. The Contractor shall verify that the camera can be fully exercised and moved through the entire limits of Pan, Tilt, Zoom, Focus and Iris adjustments, using both the manual control and presets. The Contractor shall maintain a log of all testing and the results. A representative of the Contractor and a representative of the Engineer shall sign the log as witnessing the results. Records of all tests shall be submitted to the Engineer prior to accepting the installation.

Method of Measurement: The closed circuit television dome camera bid item will be measured for payment by each for the actual number of CCTV dome camera assemblies furnished, installed, tested, and accepted.

Basis of Payment: Payment will be made at the contract unit price for each CLOSED CIRCUIT TELEVISION DOME CAMERA, IP BASED including all equipment, material, testing, documentation, and labor detailed in the contract documents for this bid item.

## **TRUSS MOUNTED LED DYNAMIC MESSAGE SIGN**

### Description

This work consists of providing a truss mounted dynamic message sign (TMDMS) at the locations shown on the Plans and as directed by the Engineer. Truss mounted dynamic message sign assembly includes the TMDMS enclosure, communication cables, conduits, and associated mounting hardware and software as described in these Special Provisions and as shown on the contract Plans. It also includes operational TMDMS software that remotely provides access to the functionality and performance specified herein.

### TMDMS Manufacturer Qualifications

The TMDMS Manufacturer shall submit references as specified below. Reference data shall include current name and address of organization, and the current name and telephone number of an individual from the organization who can be contacted to verify system operation, as well as date of system installation.

### Experience Requirements

The TMDMS Manufacturer shall submit at least two references, preferably from other state departments of transportation, that are successfully operating a highway LED full matrix TMDMS system, supplied by this manufacturer under the current corporate name, which otherwise meets this specification, for a period of no less than two years. The LED TMDMS systems submitted shall be full-matrix and able to display at least 3 lines of 18 characters per line, 18" characters and have walk-in access housings.

### References

The TMDMS Manufacturer shall submit three references, preferably from other state departments of transportation, that are successfully operating a multi-unit, multi-lane state or interstate highway, permanently-mounted, overhead dynamic message sign system supplied by this manufacturer under the current corporate name, for a period of no less than five years.

### Materials

#### General

The TMDMS shall be a full matrix amber LED display in a walk-in weatherproof cabinet. The TMDMS shall provide approaching motorists with a clear readable message in all normally encountered weather and lighting conditions. The TMDMS shall be capable of displaying messages with three lines, eighteen characters per line, at an eighteen inch character height.

The sign shall be designed for a minimum life of 20 years.

All materials furnished, assembled, fabricated or installed under this item shall be new, corrosion resistant and in strict accordance with the details shown in the plans and as detailed in this specification. All details and functionality listed in this specification will be thoroughly inspected and tested by the Department. Failure to meet all details and functionality detailed in this specification shall be grounds for rejection of the equipment.

The equipment design and construction shall utilize the latest available techniques with a minimum number of different parts, subassemblies, circuits, cards and modules to maximize standardization and commonality. The equipment shall be designed for ease of maintenance. All component parts shall be readily accessible for inspection and maintenance. Test points shall be provided for checking essential voltages.

The sign shall be designed and constructed so as to present a clean and neat appearance.

All cables shall be securely clamped/tied in the sign housing. No adhesive attachments will be allowed.

The performance of the sign shall not be impaired due to continuous vibration caused by wind, traffic or other factors. This includes the visibility and legibility of the display.

The TMDMS hardware, along with the sign controller hardware, software and firmware, shall support all TMDMS functionality described throughout the remaining specification sections.

The TMDMS assembly shall be listed by an accredited 3<sup>rd</sup> party testing organization for conformance to Underwriters Laboratories (UL) standards 48 (Standard for Electric Signs) and 1433 (Control Centers for Changing Message Signs). Proof of this conformance shall be provided with submittal materials.

### Environmental Requirements

The TMDMS shall withstand the following environmental conditions for 24 hours or more with no functional or performance degradation, permanent deformation or other damages:

Temperature:	-40 to +140°F (-40 to 60°C)
Humidity:	0 to 100 %
Wind:	To at least 90 mph with a 30% gust factor
Ice:	Front face ice load of 4 pounds per square foot

All field equipment enclosures shall be designed to withstand the effects of sand, dust, and hose-directed water. All connections shall be watertight.

### Functional Requirements

The TMDMS shall be capable of accepting commands, displaying messages and returning status as required by the current version (v2) National Transportation Communications for ITS Protocol (NTCIP) Specifications applicable for TMDMS and as specified in these special provisions. The TMDMS shall communicate without error for all of the applicable National Transportation for Intelligent Transportation System Protocol (NTCIP) standards and be compliant with all applicable NTCIP standards for TMDMS. The TMDMS shall support all mandatory objects of all mandatory conformance groups of NTCIP for TMDMS.

The TMDMS shall enable the display of text, consisting of a string of alphanumeric and other characters. Each character shall be formed by a matrix of luminous pixels. The matrix of a standard character shall consist of 35 pixels over 5 columns and 7 rows. Each TMDMS shall be minimum 27 pixel high x 125 pixel wide, full matrix and capable of displaying three lines of text using a standard 5 wide x 7 high font size. All display elements and modules shall be solid state. No mechanical or electromechanical elements or shutters shall be used.

All characters, symbols, and digits shall be 18" nominal character size and shall be clearly visible and legible at a distance of 1100' within a minimum 30 degree cone of vision centered around the optical axis of the pixel.

The signs shall be capable of displaying the following:

- A static message
- A flashing message
- Alternating messages, either flashing or static

The changing from one message to another shall be instantaneous.

For message creation, the TMDMS field controller, and TMDMS control software shall support the storage and use of a minimum of three (3) alphanumeric character font files comprising the ASCII character set and including 8 directional arrows. Software shall provide the ability to create and maintain message libraries containing up to 255 messages.

### Software

The Contractor shall supply fifteen licenses of remote control and sensing software used to control and interrogate the signs. This software shall provide interoperability with all other signs supplied under this contract and shall be designed to run on a workstation under Windows XP, Windows 7 and Windows Server 2008, either remotely, using the communications link connected to the TMDMS; or locally, from a laptop computer connected to the sign controller communications port. The software shall display the message to be downloaded to operators exactly as it will appear on the destination TMDMS and shall provide verification back to the operators that the actual message has been visibly displayed on the destination TMDMS on an individual pixel basis.

Central software with client/server operation shall be provided.

The software shall include functionality for message scheduling (based on date and time), message priority queuing and DMS diagnostics.

The software shall be capable of sending multiple messages to multiple signs based on a user programmable time schedule. Communications shall be by cellular wireless service. The cellular modem and service will be paid for under a separate pay item.

TMDMS control software shall support the creation of user ID's and passwords for up to 25 potential system users. User creation, as well as individual user access rights, shall be assignable only by a "System Administrator".

Before a system operator can use the TMDMS control software, the software shall request a "user name" and user "password". If the correct user name and password are not provided, access to the software shall be declined.

An 8-bit identification code shall be assignable to each controller, via switches located inside the controller enclosure. The software shall control a network of at least 250 variable message signs.



The software shall have the following functionality:

Display Control:	<ul style="list-style-type: none"> <li>• View, group, and monitor DMS in real time</li> <li>• Controls any NTCIP-compliant DMS (Any DMS configuration, Portable NTCIP message displays)</li> <li>• Powerful list view or map view</li> <li>• Pre-schedule event scenarios</li> <li>• Scheduled status polling of DMS</li> </ul>
Messaging:	<ul style="list-style-type: none"> <li>• Full suite of message and graphic tools</li> <li>• Message changing depending time and date</li> <li>• Adjust message duration and priority</li> <li>• Time based scheduled DMS polling</li> </ul>
Communications:	<ul style="list-style-type: none"> <li>• Run nearly unlimited signs at once from traffic management centers with client-server architecture</li> <li>• Supports Ethernet and serial (COM Port) connections</li> <li>• Supports modem pools</li> </ul>
Diagnostics:	<ul style="list-style-type: none"> <li>• Log events and alert TMC staff via email</li> <li>• Locate pixel failures instantly with an in-software visual representation test</li> <li>• View status, errors, and problem codes of all DMS subsystems</li> <li>• Verify and troubleshoot at the pixel level</li> </ul>
Security:	<ul style="list-style-type: none"> <li>• Real-time verification of "on" pixels</li> <li>• Username/password restricted access to functional areas</li> <li>• Built-in security levels for easy setup</li> <li>• Prohibited words list</li> </ul>

In the event that the software is not capable of operating on a laptop that is connected directly to the DMS sign, the Contractor shall provide ten additional licenses of software that can be used in the field to manage the DMS and perform sign diagnostics.

The vendor shall furnish updated copies of all software during the warranty period at no charge to the Department.

Software Documentation

Full documentation for all software and associated protocols shall be supplied to the Department on a CD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted with in order to provide overall integration or maintenance of this item.

### Performance Requirements

TMDMS messages shall be clearly visible and legible from in-vehicle viewing distances between 150 and 1100 feet. While using an 18" character height, the TMDMS shall be capable of simultaneously displaying up to 18 characters in each of three lines with spaces between characters, using 5 horizontal X 7 vertical (or larger) pixel matrices.

The TMDMS controller shall be capable of storing a minimum of 32 three-line full width messages. The controller shall be capable of downloading a minimum of 8 additional messages and commands from the communications interface.

The sign shall provide a, RS-232 communications interface in the sign control cabinet suitable for wireless, PSTN, cellular, and fiber optic communications with the sign controller. Additionally, an RS-232 serial port and Ethernet port shall be provided in the control cabinet for full sign operation by means of a laptop computer. Each serial port shall support data rates of 19.2 kbps, 14.4 kbps, 9600 bps, 4800 bps, 2400 bps, and 1200 bps.

### Optical Requirements

All mandatory NTCIP sign functions shall be available and message effects shall be visible from the ground-mounted sign control cabinet.

The viewing angle of each discrete LED-formed pixel shall be a minimum cone of 30 degrees around a line normal to the TMDMS viewing surface. The intensity of each pixel shall not decrease more than 30% over the twenty-year life of the sign.

If pulse-width modulation is used for intensity control, the sign drive electronics shall use a refresh or repetition rate of 100 Hz or greater.

The TMDMS walk-in cabinet shall mount three or more light sensors, one angled in a northerly direction away from nearby lighting, scaled for 100 lux, and two normal to the sign face, pointing in opposite directions, scaled for 100,000 lux. Each sensor shall have an adjustable aiming angle. The TMDMS shall be capable of automatic dimming.

### Characters Displayed

The sign shall be capable of displaying ASCII characters 32 through 126 and the following characters at any location in the message line:

"A" thru "Z"- All upper case letters.

"0" thru "9"- All decimal digits.

Space (i.e., ASCII code 0x20).

Punctuation marks shown in brackets [ . , ! ? - ' ' " " / ( ) ]

Special characters shown in brackets [# & \* + < >]

3 pixel wide dash

The display modules shall be rectangular, and shall have an identical vertical and horizontal pitch between pixels. The pitch shall be no greater than 2 3/4".

The separation between the last column of one display module and the first column of the next shall be equal to the horizontal distance between the columns of a single display module.

The characters shall be legible under all light conditions at a distance of 1100' within a 30° degree cone of vision centered around the optical axis of the pixel.

The sign shall be the proper brightness in all lighting conditions for optimum legibility. It shall be bright enough to have a good target value, but not to the point where the pixels bloom, especially in low ambient light level conditions.

The brightness and color of each pixel shall be uniform over the entire face of the sign within the fifteen degree cone of vision from 1100' to 200' in all lighting conditions. Non-uniformity of brightness or color over the face of the sign under these conditions shall be cause for rejection of the sign.

#### Electronic Materials and Components

All electronic components, except printed circuit boards, shall be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods. All electronic assemblies shall meet or exceed IPC 610A workmanship standards.

Each pixel shall have a device attached to the printed circuit board (PCB) to hold and protect the LEDs. These devices shall:

1. Hold the LEDs perpendicular to the display modules within 0.5 degree,
2. Prevent the LEDs from being crushed or bent during handling,
3. Protect the LEDs from damage when the display module is laid on the front surface (the side that the LED lamps are located),
4. Not put any stress on the LEDs due to differentials of expansion and contraction between the device and the LEDs over the herein specified temperature range,
5. Not become loose or fall off during handling or due to vibrations,
6. Not block airflow over the leads of the LEDs,
7. Securely hold each LED while allowing a gap between the device and a minimum of 95% of the body of each LED for airflow,
8. Not block the light output of the LEDs at the required viewing angle,
9. Be black in color to maximize contrast.

The LEDs shall be protected from the outside environmental conditions, including moisture, snow, ice, wind, dust, dirt and UV rays.

Printed Circuit Board (PCB) design shall be such that components may be removed and replaced without damage to boards, traces or tracks.

Only FR-4 0.062 inch minimum thickness material shall be used. Inter component wiring shall be copper clad track having a minimum weight of 2 ounces per square foot with adequate cross section for current to be carried. Jumper wires will not be permitted, except from plated through-holes to components. The maximum number of jumper wires allowed per circuit board is two.

All printed circuit boards (PCBs), except for the power supply PCBs, UPS PCBs, modem PCBs and sign controller PCBs, shall be completely conformal coated with a silicone resin conformal coat.

All PCBs shall be finished with a solder mask and a component identifier silk screen.

#### Capacitors

The DC and AC voltage ratings as well as the dissipation factor of a capacitor shall exceed the worst case design parameters of the circuitry by 50%.

A capacitor which can be damaged by shock or vibration shall be supported mechanically by a clamp or fastener.

Capacitor encasements shall be resistant to cracking, peeling and discoloration.

#### Resistors

Any resistor shall not be operated in excess of 50% of its power rating.

#### Semiconductor Devices

All transistors, integrated circuits, and diodes shall be a standard type listed by EIA and clearly identifiable.

#### Connectors

All PCB edge connectors and cable connectors, except for those found in the power supply, UPS, modem and sign controller, shall be base plated with nickel and finished with 30 micro-inches of gold.

#### Mechanical Components

All external screws, nuts, and locking washers shall be stainless steel. No self-tapping external screws shall be used. All parts shall be made of corrosion resistant materials, such as plastic, stainless steel or aluminum. All materials used in construction shall be resistant to fungus growth and moisture deterioration. Dissimilar metals shall be separated by an inert dielectric material.

### Main Power Supply and Energy Distribution

The sign and its controller shall be designed for use on the following:

Power line Voltage - 120/240 VAC Nominal, single-phase power, 40 amperes per leg - the system shall operate within a voltage range of 95VAC to 135VAC.

Frequency – 60Hz +/- 3Hz

Under normal operation, the drop in voltage between no load and full load of the sign and its controller shall not exceed 10% of the nominal voltage. The system shall be protected by transient suppression devices including, MOVs, RIS and spark gap arrestor.

The system shall report any power failures to the main controller when system power returns.

Power protection shall be provided by a thermal magnetic circuit breaker associated with a 5 mA ground fault circuit interruption (GFI) device. A GFI device shall protect all service outlets.

The sign shall have a 40 A two-pole (common trip) main, 120/240 VAC, single phase, four wire load center with 20 circuit capability. Each circuit in the sign shall be powered from a separate circuit breaker. The power cables shall be as required by the NEC for acceptable voltage drop to supply AC power to the sign. The power required for sign operation shall not exceed 7000 watts for the sign housing to include fans, heaters, sign controller, communication equipment and all pixels illuminated at 100% brightness.

Two conduits shall connect the controller cabinet with the walk-in sign display; one for power and one for communications, unless communications between the two is by optical fiber.

The TMDMS manufacturer shall provide two earth ground lugs that are electrically bonded to the TMDMS housing. Lugs shall be installed near the lower left and lower right corners of the TMDMS housing's rear wall. The TMDMS installation contractor shall provide the balance of materials and services needed to properly earth ground the TMDMS to all four ground rods at each site.

The sign and shall be equipped with surge suppression circuitry for AC power conductors and external RS-232 data lines to protect them from electrical spikes and transients. The presence of power transients or electromagnetic fields, including those created by any components of the system, shall have no deleterious effect on the performance of the system.

The system shall not conduct or radiate signals which will adversely affect other electrical or electronic equipment including, but not limited to, other control systems, data processing equipment, audio, radio and industrial equipment.

### Surge Protection

The system power shall be protected by one or two (2) stages of transient voltage suppression devices including MOVs and spark gap arrestor. Tripping of each stage (or both if tripped simultaneously) of the surge protection shall cause the sign controller to report the error condition to the DMS remote monitoring software.

### DMS Power Supplies

TMDMS shall be provided with redundant DC power supplies. These shall be rated for a minimum of 50% spare capacity over that required to light every pixel on a line to full intensity, and shall automatically pick up the load if one unit fails, while sending an error indication to the TMDMS controller. All electrical components operating on more than 24 V shall be UL listed.

The power supplies shall be continuously monitored for proper operation by the sign controller. If the voltage drops below its nominal operating value, an error message shall be generated and transmitted to the DMS Client software, or laptop computer on site at local control box location automatically.

### Display Modules

Display modules consisting of nominal 18" high characters shall be assembled to form the specified full matrix message configuration. These circuit boards shall be designed and constructed to allow a single service technician to troubleshoot, isolate, remove, and replace these boards with minimal impact to the overall operation of the sign.

All LED boards shall be fully interchangeable and not require any address switches or adjustment when interchanged or placed in service. Module addressing, where required, shall be accomplished in the connector. The DMS Manufacturer shall document all LED testing for color so that replacement LED boards shall match existing amber color.

Pixel status and diagnostics shall include string failure, pixel failure and failed pixel location (line, module, row and column numbers). Replacement of a complete display module shall be possible using only simple hand tools. Interconnection of modules shall be through connectors only. All connectors shall be keyed to preclude improper hookups.

The display modules shall be approximately ¾" behind the lens panel assembly.

### LED and Pixel Characteristics

Each pixel shall be a maximum of 1-3/8" in diameter. The LEDs in each pixel shall be clustered to maximize long range visibility. The average light intensity of the LEDs in each pixel shall be 3 candela minimum. All pixels in the sign shall have equal color and on-axis intensity. All pixels shall have a minimum on-axis intensity of 40 candela @ 20 mA forward current, with an overbright capability of 60 cd.

All pixels in all signs in this project, including the spare parts, shall have equal color and on-axis intensity. The pixel strings shall be powered from a regulated DC power source and the LED current shall be maintained at the LED manufacturer's specified nominal operating current to maximize life of the pixel. The failure of an LED in one string within a pixel shall not affect the operation of any other string or pixel. Pixel power drawn from the DC supplies shall not exceed 1.5 W per pixel, including the driving circuitry.

The LEDs shall be individually mounted directly to a printed circuit board and shall be easily replaceable and individually removable using conventional electronics repair methods.

The LEDs shall be protected from the outside environmental conditions, including, but not limited to, moisture, snow, ice, wind, dust, dirt, and UV rays.

TMDMS pixels shall be constructed with discrete LEDs manufactured by the Toshiba Corporation or Agilent Technologies (formerly known as Hewlett-Packard). Substitutes will not be accepted. Discrete LEDs shall conform to the following specifications:

- LED's shall be non-tinted, non-diffused, high-intensity, solid-state lamps that utilize AlInGaP semiconductor technology.
- LED lenses shall be fabricated from UV light resistant epoxy.
- The LED lens diameter shall be 0.2 inches (5 mm).
- LEDs shall emit amber (yellow-orange) light that has a peak wavelength of  $590 \pm 4$  nm.
- LEDs shall be obtained from a one-bin luminous intensity sort.
- LEDs shall have a minimum half-power viewing angle of  $15^\circ$ .
- LED package style shall be through-hole flush-mount; LED's with standoffs and surface mount LED's will not be accepted.
- All LED's used in all TMDMS provided for this contract shall be from the same manufacturer and have the same part number.

The sign shall have a minimum intensity of 9,200 cd/m<sup>2</sup>.

All LED display modules, as well as the LED pixel boards and driver circuit boards, shall be identical and interchangeable throughout the TMDMS. LED arrays shall not share a circuit board with the display drive electronics but shall be easily connected and disconnected from the driver board using plugs, sockets, and simple hand tools while excluding soldering operations.

The state of the LEDs (full on, or off) in each pixel of the sign shall be read by the sign controller when it is polled or when a message is downloaded from the DMS Client software, existing ATMS software, or laptop computer on site at local control box location, and shall allow the DMS Client software or laptop computer on site at local control box location show the actual message that is visibly displayed on the sign in a WYSIWYG format, including any full-out or fully stuck on pixels.

All printed circuit boards, except the LED circuit board, shall be conformal coated. The LED board shall be conformal coated except at the pixels. All printed circuit boards, including the LED circuit board, shall have a solder mask and a component identifier silk screen. The display modules shall be assembled in a full matrix configuration.

LED intensity shall be automatically adjusted to match ambient lighting conditions. This automatic control shall be provided with an override operated through the TMDMS controller communications channel.

Front face panels shall provide a high-contrast background for the TMDMS display matrix. The aluminum portion of each panel shall be painted black and shall contain a circular or square opening for each LED pixel. Openings shall be large enough to not block any portion of the LED-viewing angle.

The front panel shall be heated to prevent fogging and condensation. A minimum eight watt-per-foot, self-regulating, heat tape shall be provided along the bottom of the message area, between the glazing and the display modules. The TMDMS controller shall control the heat tape. All heat tape terminal blocks shall be covered for safety.

### Structural Requirements

#### Walk-in TMDMS Display Cabinet

The TMDMS display cabinet shall allow replacement of any display component from the walkway within the sign, excluding the sign display cover. The removal of any display module shall not reduce the structural integrity of the walk-in cabinet.

The maximum weight of the TMDMS display and walk-in enclosure shall not exceed 4000 lb and shall conform to the structural loading capabilities of the sign structure. Dimensions of the TMDMS walk-in enclosure shall not exceed thirty one feet long by nine feet high by three feet wide (nominal dimensions).

The walk-in housing dimensions and total weight shall be as shown in this specification or in the plans. The walk-in housing shall protect all internal components from rain, ice, dust, and corrosion in accordance with NEMA enclosure Type 3R standards as described in NEMA Standards Publication 2501997, Enclosures for Electrical Equipment (1000 Volts Maximum).



The sign housing shall be engineered and P.E. certified to 2001 AASHTO and NCHRP Report 411 specifications for AASHTO basic wind speeds. The sign housing shall also be engineered and P.E. certified to withstand group loading combinations as outlined in 2001 AASHTO including: sign weight, repair personnel and equipment, ice and wind loads, and shall also meet strength requirements for truck-induced gusts as specified in NCHRP Report 412. The sign housing shall be engineered to withstand snow loading (40 PSF) for applicable geographical regions.

The internal structural members shall be extruded aluminum and shall accommodate both display module mounting and air distribution. They shall retain the display modules in a manner to facilitate easy and rapid removal of each display module without disturbing adjacent display modules.

The external fascia panels shall be extruded aluminum and shall be designed to keep heat conduction to a minimum between the exterior surfaces and the interior components. They shall incorporate provisions for retaining and sealing the modular lens panels and have a closed cell resilient gasket. They shall be finished with a matte black, KYNAR 500, or approved equal, and be removable from within the main sign housing. The external fascia perimeter panels shall be a minimum of 12" wide. The external fascia panels shall be thermally isolated from the rest of the sign housing. There shall be a minimum amount of metal contact between the external fascia panels and the rest of the sign housing.

The lens panel assembly shall be modular in design, interchangeable without misalignment of the lens panel and the LED pixels and removable from within the main sign housing.

The lens panel aluminum mask shall be 0.040" minimum thickness and panel interiors contain 0.236-inch-polycarbonate sheeting. It shall be perforated to provide an aperture for each pixel on the display modules. Each aperture shall be as small as possible, without blocking the LED light output at the required viewing angle.

The lens panel clear glazing shall be 90% UV opaque, non-breakable, polycarbonate GE LEXAN XL, 1/8" minimum thickness and clear in color shall be laminated to the inside surface of the lens panel aluminum mask using an acrylic foam tape joining system, 3M Scotch VHB, or approved equal, to form the lens panel assembly.

The face shall be finished with a matte black, factory applied PVDF resin. All other exterior and all interior surfaces shall be a natural aluminum mill finish. No painted surfaces will be allowed.

Inside the sign housing, all 120 VAC service lines shall be independently protected by a thermal magnetic circuit breaker at the housing entry point. All 120 VAC wiring shall be located in conduit, pull boxes, raceways or control cabinets. No 120 VAC wiring shall be exposed to the inside or outside of the sign housing. The sign housing shall not be considered as a raceway or control cabinet.

The bottom panel of the housing shall have a minimum of four drain holes, with replaceable drain filter plug inserts.

A three-point lockable aluminum access door shall be provided at the end of the housing as shown in the plans to enable easy access to the walk-in housing. This access door shall be 6'-8" X 2'-0" minimum. The door shall have a handle-operated locking mechanism, closed cell neoprene gasket and a stainless steel hinge. The locking mechanism shall be a heavy-duty, industrial-strength, three-point, dead bolt, center-case lock with a zinc finish and Corbin #2 lock. There shall be a handle on both the inside and the outside of the door. Handles shall be heavy-duty, industrial-strength with a zinc finish on the inside handle and a chrome plated finish on the outside handle. The outside handle shall be pad-lockable. Included in the door assembly shall be a device to hold the door open at 90 degrees.

For moving and installation purposes, multiple steel lifting eyebolts shall be attached to the top of the TMDMS housing. Eyebolts shall attach directly to the TMDMS housing structural frame and shall be installed at the TMDMS factory. All eyebolt-mounting points shall be sealed to prevent water from entering the TMDMS housing. Lifting eyebolts, as well as the housing frame, shall be designed so that the TMDMS can be shipped and handled without damage or undue stress being applied to the housing prior to or during TMDMS installation on its support structure.

The sign housing shall have a continuous 18-inch wide walkway extending the full length of the sign. The walkway shall be made of 1/8-inch, diamond tread, 6061-T6 or 3003-H22 aluminum. All edges of the walkway grating shall be finished to eliminate sharp edges or protrusions. The walkway shall be capable of supporting a total load of 1000 lb. within any 10-ft section of the walkway.

The sign housing shall be a minimum of 30 inches wide to allow adequate room inside the sign housing for maintenance personnel. There shall be 18 inches of clear area between all equipment along the entire length of the sign housing from the 18-inch walkway, and upwards 6 feet.

The sign shall be designed and constructed so as to present a clean and neat appearance. Poor quality work shall be cause for rejection of the sign. The equipment within the sign housing shall be protected from moisture, dust, dirt and corrosion. The sign shall be constructed of aluminum alloy 3003-H14, 5052-H32, or an approved equal which shall not be less than 1/8 inch thick. Framing structural members shall be made of aluminum alloy 6061-T6, 6063-T5, or approved equal.

All welding shall be by an inert gas process in accordance with the American Welding Society (AWS) Standards, ANSI/AWS D1.2-97. The LED TMDMS manufacturer's welders and welding procedures shall be certified by an ANSI/AWS Certified Welding Inspector to the 1997 ANSI/AWS D1.2-97 Structural Welding Code for Aluminum.

The sign enclosures shall be capable of withstanding wind loadings of 120 mph without permanent deformation.

The performance of the signs shall not be impaired due to continuous vibration caused by wind, traffic or other factors. This includes the visibility and legibility of the display.

The ventilation system shall be a positive-pressure, filtered, forced-air system which cools both the display modules and the sign housing interior. The sign housing shall have at least two exhaust ports. Each exhaust port shall be filtered and protected by an aluminum hood assembly.

The ventilation system shall have a minimum of two fans. Air shall be drawn into the sign housing through hoods near the top of the housing, and then filtered before reaching the fan units. There shall be one aluminum hood assembly and one inlet filter for each fan.

The filters shall be 1" thick, permanent, reusable, filters. These filters shall be easily removable from within the sign housing without the use of tools. Each sign shall include a complete set of replacement filters.

All duct work that impedes access to any sign components shall be easily removable, without tools, for servicing of these components. Ductwork shall be 0.040 in minimum thickness aluminum and shall be designed for minimal pressure drops throughout the system.

Multiple temperature sensors shall activate the ventilation system. There shall be a minimum of one sensor located near the middle of the sign, at the top of the display area. There shall be an additional temperature sensor located to accurately measure the ambient temperature outside the sign housing. The temperature sensors shall have an accuracy of +/- 3°F. or better and a range from -40 to +155°F or greater.

The temperatures from the sensors shall be continuously measured and monitored by the sign controller. A temperature reading greater than a user selectable critical temperature shall cause the sign to go to blank and the TMDMS controller shall report this error message to the central controller.

The ventilation system shall be equipped with a manual override timer to provide ventilation for service personnel. The timer will have a maximum on time of 1 hour.

The LED modules and electronic equipment shall be protected by a fail-safe, back-up fan control system in the event of an electronic fan control failure or shutdown of the sign controller.

The sign housing shall be furnished with a minimum of four florescent lights equipped with cold weather ballasts. The lamps shall be spaced evenly above the walkway and shall be fitted with protective guards. The light switch shall be located near the door and shall include a timer to turn off the lights after a specified time period.

The sign housing shall be equipped with two 15 amp 120V (+/- 10%) grounded GFCI protected duplex electrical receptacles to accommodate inspection and maintenance requirements. One of these receptacles shall be located at each end of the sign housing. Additionally, the sign housing shall be equipped with sufficient and readily available power source in order to accommodate a fiber optic modem and all other necessary communications equipment required to transmit data from the sign to nearest controller cabinet with fiber optic communications for the backbone. The sign housing and display panel shall be designed to minimize any visible internal light from the outside of the DMS when the internal DMS lighting is on during nighttime maintenance activities.

An effective, field-proven defogging and anti-condensation system shall be incorporated into the overall functionality of the sign. The face shall be heated to prevent fogging, frost and condensation.

A humidity sensor shall be provided and monitored by the sign controller from zero percent to 100 percent relative humidity in 1 percent or fewer increments. The sensor shall operate and survive from 0 percent to 100 percent relative humidity. The sensor shall have an accuracy that is better than +/- five percent relative humidity.

The sign controller shall read the internal temperature sensors, external ambient temperature sensor and the humidity sensor. The sign controller shall use these readings in an algorithm that turns on the heater and/or the fans at the appropriate times to reduce both frost on the face of the sign and condensation on the display modules and other electronic circuitry.

Baseboard heaters shall be included in the sign housing. These heaters shall be capable of remote start up in anticipation of winter field service.

The interior of the sign shall include a fold-down shelf for a laptop computer.

#### Sign Controller

The sign controller shall include a minimum of two (2) serial communications I/O ports; one (1) RS-232, one (1) RS-485 and one (1) Ethernet port.

The sign controller may either be installed inside the proposed equipment cabinet external from the walk-in DMS enclosure or inside of the walk-in DMS enclosure.

If the controller is installed internally, a local control panel shall be furnished and installed inside the proposed equipment cabinet to allow direct communication with the cellular modem and sign controller and to provide the capability of resetting the sign controller from the ground.

The sign controller shall be programmed to receive NTCIP-compliant sign control commands from the central controller (DMS client software) or laptop computer, transmit NTCIP-compliant responses as requested to the central controller (DMS client software or existing ATMS) or laptop computer, monitor sign and message status and control sign operation and message displays.

The controller will have power-up and auto-restart capabilities with a programmable default message (including a blank message) when recovering from a power off condition.

The sign controller shall be programmed to receive sign control commands from the master controller, transmit responses as requested to the master controller and control sign operation and message displays.

The sign controller shall be able to receive and send messages and data via IEEE 802.3 (Ethernet), fiber optic modem, and cellular CDPD, CDMA or GSM/GPRS. Transmission speed shall be a minimum of 9.6 kbps. A test pattern shall be provided in the DMS controller.

The sign controller shall be designed for fail-safe prevention of improper information display in the case of a system malfunction. Failure of any sign shall not affect operation of any other sign in the system. The sign controller shall consist, but not be limited to, the following:

Local control panel status indicators, including:

1. Power on/off
2. Communication status with the electronics in the walk-in housing
3. Sign display power supply status
4. Controller address
5. Power supply module
6. Central processor module
7. Input/output circuits

The sign controller shall have power-up and auto-restart capabilities with automatic sign blanking when recovering from a power-off condition. A watch-dog circuit shall be utilized to provide automatic shut down of the sign in the event of power or sign controller failure.

Connections from the controller shall be accomplished via industry standard, keyed type connectors with a retaining mechanism.

The sign controller shall communicate with the display modules via the system interface circuit consisting of data bus drivers and line address decoders. Communication and control lines between the sign controller and the system interface circuits shall be surge protected.

The sign controller shall be controlled from the DMS client software, existing ATMS software or the laptop computer, which shall specify the appropriate display. The sign controller and its software shall perform the following functions:

1. Display a message, including:
2. Static messages
3. Flashing messages
4. Alternating messages
5. Double brush stroke messages for maximum legibility
6. Full-Matrix type displays

It shall be possible to separately vary the flashing and alternating frequency. The flashing frequency shall vary between one-half and five seconds in one tenth second increments. The alternating frequency shall vary between one-half and five seconds in one-tenth second increments.

It shall be possible to flash any character or set of characters in a static or alternating message. In the case of an alternating message, the flashing period shall be a submultiple of the alternating on-time it is associated with.

The sign controller shall report errors and failures, including, but not limited to:

- Data transmission error
- Receipt of invalid data
- Communications failure recovery
- AC power failure
- Power recovery
- Pixel status
- Fan status
- Temperature status
- Power Supply status

The sign controller shall issue an SNMP trap under the following conditions:

- Power Supply Failure – when the AC power supply at a DMS has failed.
- Power Restoration - whenever it detects restoration of AC power at the sign controller.
- Temperature Limit – Whenever the internal DMS temperature initially exceeds a programmed safety limit. A new trap will not be issued until the temperature once again falls below the safety limit and then exceeds it.
- Door Open – Whenever the door of the DMS housing or the door of the controller cabinet is opened.

Message and status monitoring:

The sign controller shall transmit a return message to the DMS client software and existing ATMS software whenever it receives a valid request for status. The return message shall contain the following:

- Address of the sign controller
- Actual message that is visibly displayed on the sign on an individual pixel basis
- Current sign illumination level
- Error and failure reports
- Temperature readings
- Power supply operational status
- Origin of display message transmission (laptop, manual, central, etc)
- Beacon status (for possible future enhancement)
- Uninterruptible power supply status

The sign controller shall blank any message displayed in the event of power or sign controller failure.

The sign shall normally display single stroke (5 X 7) characters, compressed (4 X 7), expanded (6 X 7) or double-stroke (7 X 7) character fonts. Each font shall be fully customizable, and modifications to a font may be downloaded to the sign controller from the DMS client software and existing ATMS software or laptop computer at any time without any software or hardware modifications. The sign shall be capable of displaying a different font and character spacing on each line.

The sign controller shall monitor the photocell circuits in the sign and convert the measured light intensity into the desired pixel brightness. The photo circuit readings shall be correlated with a brightness table in the sign controller. The brightness table shall have a minimum of 255 brightness levels. Automatic adjustment of the LED driving waveform duty cycle shall occur in small enough increments so that brightness of the sign changes smoothly, with no perceivable brightness change between adjacent levels. The brightness levels shall be adjustable from the DMS client software.

The operational status of each pixel in the sign shall be automatically tested once a day and tested when a pixel test is requested from the DMS client software and existing ATMS software or laptop computer. A list of defective pixels shall then be transmitted to the DMS client software and existing ATMS software or laptop computer and logged into the log file, listing pixel status, module number, column number and pixel number. This pixel status test shall distinguish the difference between full out and fully stuck on pixels. This test shall not affect the displayed message for more than 0.5 seconds.

When the sign controller is polled and when a message is downloaded from the DMS client software and existing ATMS software or laptop computer, each pixel in the sign shall be read and its current state for the current displayed message, and shall be returned to the DMS client software and existing ATMS software to show either on a laptop computer or the controller itself, the actual message that is visibly displayed on the sign on an individual pixel basis in a WYSIWYG format.

The operational status of the fans shall have the ability to be automatically tested once a day and tested on command from the DMS client software and existing ATMS software or laptop computer. Any failure shall cause an error message to be sent to the DMS client software, existing ATMS software or laptop computer when the sign controller is polled by the DMS client software, existing ATMS software or laptop computer.

Temperature sensors shall be continuously measured and monitored by the sign controller. A temperature greater than a user selectable critical temperature shall cause the sign message to go to blank and an error message shall be sent to the DMS client software and existing ATMS software or laptop computer when the sign controller is polled by the DMS client software, existing ATMS software or laptop computer. This user selectable critical temperature shall be capable of being changed by the DMS client software, existing ATMS software (if available) or laptop computer. The DMS client software and existing ATMS software (if available) and laptop computers shall have the ability to read all temperature measurements from the sign controller. When the sign reaches an internal temperature of 130° F, it shall cut the LED intensity to half of its normal brightness to keep the sign from reaching the critical temperature and shutting down.

When the display time of a message has expired, the controller shall set the sign to neutral. A sign is considered to be neutral when the sign is blank.

In the event of a communications failure with the DMS client software or existing ATMS software, the sign controller shall set the sign to neutral after a user-defined number of minutes (1 to 60) unless communications have been restored within this period. This function shall apply only when the sign controller is in the Master Control mode.

All LED module power supplies shall be continuously monitored by the sign controller. A low voltage reading shall cause an error message to be sent to the DMS client software, existing ATMS software or laptop computer when the sign controller is polled by the DMS client software, existing ATMS software or laptop computer.

There shall be no perceivable flicker or ghosting of the pixels during sign erasure and writing periods.

Message additions, deletions and changes in the sign controller shall be made from either the DMS client software, existing ATMS software or the laptop computer.

In the event of an AC power loss, all non-volatile memory shall be retained for a minimum of 30 days. AC power failure shall cause the sign controller to notify the DMS client software and existing ATMS software and display an error message on the DMS client software and existing ATMS software CRT. For cellular operation, the sign controller shall immediately access the modem to notify the DMS client software and existing ATMS of the AC power failure.



Failure of any sign shall not affect the operation of any other sign in the system.

The sign controller internal time clock shall ensure that a message is taken down at the correct time, even in the event of communications loss.

The sign controller shall maintain its internal clock during power outages of less than 4 hours and display the proper message when power is restored.

The sign controller shall be able to put a self-updating time, temperature and/or date display on the sign.

#### Flashing Beacons

The TMDMS shall be equipped with two 12" diameter yellow flashing beacons that can be programmed to operate through the sign controller and remote access software. The beacons shall be located at the top of the sign on each end and shall flash alternately. The beacons shall be equipped with tunnel visors to maximize visibility.

#### Construction Requirements

Sign construction and installation shall be coordinated with the Engineer. TMDMS shall be transported and erected in a manner recommended by the manufacturer, providing a minimum clearance of 17.5 ft. above the pavement and a horizontal appearance to motorists once fully installed as shown on the Plans.

#### Technical Assistance

The DMS manufacturer's technical representative shall provide on-site technical assistance in following areas:

1. Sign to structure installation
2. Controller cabinet installation
3. Sign housing to ground control cabinet cable termination
4. Initial sign turn on and stand alone test

The initial powering up of the sign(s) shall not be executed without the permission of the DMS manufacturer's technical representative.

Any special or proprietary cables shall be provided by the DMS Manufacturer to the installation contractor.

### Testing

The Contractor shall certify in writing to the Engineer that each TMDMS installation is fully compliant with the NTCIP standards named in the Materials section of this Special Provision. All mandatory objects and the optional objects mentioned above under Materials shall be certified for each sign and provided to the Department. In addition, following installation, the Contractor shall perform a site test of each sign, demonstrating the functionality and performance required in the Materials section of this Special Provision to the Engineer. The Contractor shall give the Engineer a minimum of two weeks notice before performing the site test.

### Testing Requirements

The Department has the right to require performance testing of materials and equipment not previously tested and approved. If technical data are not considered adequate for approval, samples may be requested for testing.

The DMS Manufacturer shall provide five (5) copies of all factory acceptance tests, stand-alone, system test and 90 day test procedures and data forms for the Department's approval at least 60 calendar days prior to the day the tests are to begin. The test procedures shall include the sequence in which the tests will be conducted. The test procedures shall have the Department's approval prior to submission of equipment for tests.

The DMS Manufacturer shall perform the factory acceptance tests, stand-alone and system test. The DMS Manufacturer shall furnish data forms containing all of the data taken, as well as quantitative results for all tests. The data forms shall be signed by an authorized representative (company official) of the equipment manufacturer. At least one (1) copy of the data forms shall be sent to the Department within 14 days of the test's conclusion.

The Department reserves the right to have a representative to witness all tests. The results of each test shall be compared with the requirements specified herein. Failure to conform to the requirements of any test shall be counted as a defect, and the equipment shall be subject to rejection by the Department. Rejected equipment may be offered again for a retest, provided that all non-compliances have been corrected and retested by the DMS Manufacturer and evidence thereof submitted to the Department.

Each of the tests on all or one type of equipment must be completed within five (5) working days of each other. Any delays in performing all these tests may result in the DMS Manufacturer paying the additional costs of providing the Department's representatives for the additional testing time.

Final inspection and acceptance of equipment shall be made after installation at the designated location as shown on the installation plans.

The DMS Manufacturer shall be responsible for providing the test fixtures and test instruments for all the tests.

The Stand-Alone and System Tests are separate tests, however, they may be performed by the DMS Manufacturer during the same visit.

Consequences of Test Failures: If any unit fails to pass its test, the unit shall be corrected or another unit substituted in its place and the test successfully repeated.

If a unit has been modified as a result of a test failure, a report shall be prepared and delivered to the Department prior to shipment of the unit. The report shall describe the nature of the failure and the corrective action taken.

If a failure pattern develops, the Department may direct that design and construction modifications be made to all units at no additional cost or extension of the contract period.

### Factory Acceptance Tests

The TMDMS Manufacturer shall be responsible for conducting demonstration tests on all units at a TMDMS's Manufacturer's facility. These tests shall be performed on each unit supplied. The Department shall be notified a minimum of 30 calendar days before the start of tests. At a minimum, all equipment shall have passed the following individual tests:

- Examination of Product: Each TMDMS unit shall be examined carefully to verify that the materials, design, construction, markings and quality of work comply with the requirements of these project specifications.
- Continuity Tests: The wiring shall be checked to determine conformance with the requirements of the appropriate paragraphs in these project specifications.
- Operational Test: Each TMDMS unit shall be operated long enough to permit equipment temperature stabilization, and to check and record an adequate number of performance characteristics to ensure compliance with the requirements of these project specifications.
- NTCIP Test: A NTCIP test shall be performed at the TMDMS Manufacturer's facility. The Department may elect to perform and/or witness this test. The specifics of this factory acceptance test shall be proposed by the TMDMS Manufacturer to the Department for approval.
- Stand-Alone Tests: The TMDMS Manufacturer shall conduct an approved stand-alone test of the equipment installation at the field site. The test shall, as a minimum, exercise all stand-alone (non-network) functional operations of the field equipment with all of the equipment installed as per the contract documents.

Approved data forms shall be completed and turned over to the Department as the basis for review and rejection or acceptance. At least 30 working days notice shall be given prior to all tests to permit the Department to observe each test.

### System Tests

After the installation of the TMDMS system is completed and the successful completion of the System Test, the TMDMS system shall be subjected to one continuous 72-hour full operating test prior to a 90 day test period. The test shall consist primarily of exercising all control, monitor and communications functions of the field equipment by the central management software.

The 90 days test period shall commence on the first day after the successful completion of the approved 72-hour continuous full operating test period.

During the 90 days test period, downtime, due to mechanical, electrical and/or other malfunctions, shall not exceed five (5) working days. The Engineer may extend the 90 days test period by a number of days equal to the downtime in excess of five (5) working days.

The Engineer will furnish the TMDMS vendor with a letter of approval stating the first day of the 90 days test period.

### Maintenance Services

The installation contractor shall provide complete maintenance services for the entire TMDMS assembly until the final acceptance. All labor, travel, replacement parts and associated costs necessary to maintain the TMDMS assembly shall be included in the contract at no additional cost to the Department.

The installation contractor shall correct all failures in the TMDMS assembly within 48 hours of notification from the Department until final acceptance. A failure of a sign installation shall be defined as the inability of the sign to function as per these specifications. A failure shall also be defined as the sign becoming unreadable or illegible as determined by the Department.

### Final System Acceptance

Final system acceptance will be defined as when all work and materials provided have been furnished and completely installed by the TMDMS Manufacturer, and all parts of the work have been approved and accepted by the Department and the Dynamic Message Sign System has been operated continuously and successfully for 90 calendar days with no more than 5 calendar days downtime due to mechanical, electrical and/or other malfunctions, as specified herein.

The warranty period, as specified in herein, will begin upon final acceptance.

### Operator's Manuals

A manual containing a general description and detailed operating and installation instructions shall be provided for each different type or model of equipment. One (1) copy of the manual shall be provided and kept in the sign cabinet. An additional ten (10) copies of the manual shall be submitted to the Department for each model of equipment. An additional copy of the manual shall be submitted to the Department on CD for each model of equipment. The manual shall include the following information:

1. A general description of the equipment including all information necessary to describe the basic use or function of the system components. This shall include a general block diagram presentation of the equipment. Where auxiliary equipment is required, tabular charts shall be included, listing such equipment. These charts shall include the nomenclature physical and electrical characteristics and functions of the auxiliary equipment unless such information is contained elsewhere in an associated manual. In the latter case, a reference shall be made to the location of the information pertaining to the auxiliary equipment.
2. The theory of operation of the system components in a clear, concise manner supported by simplified schematics, logic, data flow diagrams, one-function diagrams, etc. Timing and waveform diagrams and voltage levels shall be shown as required. A logical development shall be used starting with a system block level and proceeding to a circuit analysis. Circuit analysis shall be detailed whenever circuits are not normally found in standard textbooks. The application of new theoretical concepts shall be fully described. Where the design allows operation in a number of different modes, an operational description of each mode shall be included.
3. In simple, clear language, the operational routine, from necessary preparations for placing the equipment into operation, to securing the equipment after operation. This section shall contain appropriate illustrations, with the sequence of operations presented in tabular form wherever feasible. This section shall also contain a list of applicable test instruments, aids and tools required in the performance of necessary measurements and technique of each system component. In addition, set-up test, and calibration procedures shall be described.
4. Schematic diagrams shall be complete and accurate as required to supplement the text material and to allow the books to be a self-contained technical information source. Maximum size of these diagrams should be limited to allow their use in close proximity of the equipment, in the classroom, etc., part reference symbols, test voltages, waveforms, and other aids to understanding of the circuit's function shall be included on the diagrams. Test voltages, waveforms, and other aids to understanding of the circuit's function may be shown on both the simplified schematics and other drawings (as required in the above sections) on theory of operation, or maintenance or on the schematic diagrams required for this section. The overall scope of information shall not be less, however, than that stated for the schematic diagrams.

### Software Manuals

The TMDMS Manufacturer shall provide manuals and data for the computer software system and components thereof. One (1) copy of the manual shall be provided and kept in the sign cabinet. Ten (10) additional copies of the manual shall be submitted to the Department for each version of software. One (1) copy of the manual shall be provided on CD. As software is upgraded, updated versions of the manual shall be provided. This submittal shall include the following:

1. Software user's manuals shall be supplied. Include instructions for performing a backup of all software and message libraries.
2. Two (2) copies of source programs, for master and sign controller software, shall be provided on CD-ROM. The Department shall have the right to duplicate the sign controller software as needed for use in controlling signs under its' jurisdiction.
3. The TMDMS Manufacturer's NTCIP MIB (Management Information Base) shall be provided to the Department.
4. Warranty information.
5. Preventive maintenance and maintenance information.

### Maintenance Manuals

A manual containing a general description and detailed maintenance instructions shall be provided for each different type or model of equipment. One (1) copy of the manual shall be provided and kept in the sign cabinet. An additional ten (10) copies of the manual shall be submitted to the Department for each model of equipment. One (1) copy of the manual shall be provided on CD. The manual shall include the following information:

1. The manufacturer's recommended procedures and checks necessary for preventive maintenance. This shall be specified for pre-operation, weekly, monthly, quarterly, semi-annual, annual, and "as required" checks as necessary to assure reliable equipment operation. Specifications, including tolerances, for all electrical, mechanical, and other applicable measurement, adjustments, or both, shall be listed. The TMDMS Manufacturer shall provide the Department with a sample preventive maintenance schedule.
2. Data necessary for isolation and repair of failures or malfunctions, assuming the maintenance technicians to be capable of analytical reasoning using the information provided above. Accuracies, limits, and tolerances for all electrical, physical or other applicable measurements shall be described. General instructions shall be included for disassembly, overhaul, and reassembly, including shop specifications or performance requirements.
3. Detailed instructions shall be given only where failure to follow special procedures would result in damage to the equipment, improper operation, or danger to operating or maintenance personnel.

4. The parts list shall contain all information required to describe the characteristics of the individual parts, as required for identification. It shall include a list of all equipment within a group and list of all assemblies, subassemblies, and replacement parts of units. The tabular arrangement shall be in alphanumeric order of the schematic reference symbols and shall give the associated description, manufacturer's name, and part number. A table of contents or some other convenient means, e.g., appropriate grouping, shall be provided for the purpose of identifying major components, assemblies, etc.

#### As-Built Documentation

The TMDMS Manufacturer shall provide to the Department the following documentation of the complete installed equipment prior to final payment. Sufficient documentation shall be provided to reflect "as-built" conditions and to facilitate operation, maintenance, modification, and expansion of the system or any of its individual components. Manufacturer supplied documentation which covers the intent of this requirement may be used, subject to the approval of the Department:

The TMDMS Manufacturer shall prepare and submit the following detailed drawings for each sign:

- TMDMS character set as detailed herein,
- All non-catalog or custom-made components,
- Sign housing assembly details, including the component location details and a layout of all the display elements, complete with dimensions,
- Sign housing structural details, including member details, support mechanism details required for installation of the TMDMS onto the sign truss, welding details, and miscellaneous hardware details; complete with dimensions and sizes,
- Sign mounting bracket structural details, including miscellaneous members and hardware required to attach the TMDMS to the sign truss; complete with dimensions and sizes, and
- Wiring schematics.

Final documentation shall reflect all field changes and software modifications and shall be provided before final payment is made.

The TMDMS Manufacturer shall coordinate and take the lead on this effort with the installation contractor.

This documentation shall include drawings of conduit layouts, cable diagrams, wiring lists, cabinet layouts, wiring diagrams and schematics for all elements of the communications system. This shall also include detailed drawings identifying by cable type, color code and function, the routing of all conductors (pairs) in the communications system.

Four (4) copies of each As-Built installation shall be delivered to the Department with one complete copy to be placed in the equipment cabinet at each TMDMS location. Drawings left in the TMDMS shall be attached to the door with stainless steel fasteners and protected from weather with a waterproof enclosure.

#### Warranty

The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. Any parts or equipment found to be defective and/or determined to be a failure in design, materials and workmanship during the warranty period shall be replaced free of charge. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. Company contact information and warranty dates should be clearly shown on the warranty certificate. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

#### Method of Measurement

Truss mounted changeable message sign shall be measured for payment each per TMTMDMS complete, in place, tested to assure all functionality and performance required above, and accepted by the Engineer.

#### Basis of Payment

Payment will be made at the unit price for each TRUSS MOUNTED LED DYNAMIC MESSAGE SIGN which shall include all equipment, material, documentation, testing and labor detailed in the contract documents for this bid item.



**ACCESS LADDERS ASSEMBLY**

Description. This work shall consist of furnishing and erecting access ladder assemblies with security doors and other related hardware or components to provide access to the proposed sign cabinets as shown on plan details.

Materials. Materials for caged access ladders shall be stainless steel or aluminum according to the manufacturer’s recommendations and shall meet all OSHA, ANSI Standards and shall meet the requirements as specified in the special provision for “Overhead Sign Structures-Certification of Metal Fabricator (BDE).

Item	Article/Section
(a) Metals.....	1006

**CONSTRUCTION REQUIREMENTS**

General. The “Access Ladder Assembly” shall consist of an approved industrial access ladder with cage, security door and all related hardware. The Contractor shall prepare and submit shop drawings that detail all of the components to be supplied, along with associated mounting hardware for the access ladder, cage and security door. The shop drawings must be approved by a licensed structural Engineer prior to ordering of materials and installation of the completed access ladder assembly.

The access ladder assembly shall be mounted and anchored on the sign structure support according to the manufacturer’s recommendations at locations indicated on plan details. The mounting heights and pole diameters shall be as determined by the Engineer.

The Engineer shall inspect and/or test each access ladder assembly at time of delivery and prior to the unloading of the assembly at the sign location. Deviations from these specifications that are identified during such inspection or testing shall be corrected prior to installation of the assembly on the sign support.

Method of Measurement. This work will be measured for payment as follows:

- (a) Contract Quantities. The requirement for use of contract quantities shall be according to Article 202.07(a) of the Standard Specifications.
- (b) Measured Quantities. This work will be measured for payment per each access ladder with security door actually furnished and installed.

Basis of Payment. This work will be paid for at the contract unit price per each for ACCESS LADDER, and shall include all equipment, material and labor detailed in the specifications and as shown on the Plans.

**COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

"(b) No working day will be charged under the following conditions.

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$

Where: TE = Duration of approved time extension in calendar days.  
% = Percent maintenance for the traffic control, % (see table below).  
CUP = Contract unit price for the traffic control pay item in place during the delay.  
OCT = Original contract time in calendar days.

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

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

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

**CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)**

Effective: January 1, 2013

Revised: April 1, 2016

Description. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001 or 542011. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

Materials. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

Item	Article/Section
(a) Portland Cement Concrete (Note 1) .....	1020
(b) Precast Concrete End Sections (Note 2)	
(c) Coarse Aggregate (Note 3) .....	1004.05
(d) Structural Steel (Note 4) .....	1006.04
(e) Anchor Bolts and Rods (Note 5) .....	1006.09
(f) Reinforcement Bars .....	1006.10(a)
(g) Nonshrink Grout .....	1024.02
(h) Chemical Adhesive Resin System .....	1027
(i) Mastic Joint Sealer for Pipe .....	1055
(j) Hand Hole Plugs .....	1042.16

Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).

Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.

Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.

Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

### **CONSTRUCTION REQUIREMENTS**

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

When individual, precast end sections are placed side-by-side for a multi-pipe culvert installation, a 3 in. (75 mm) space shall be left between adjacent end section walls and the space(s) filled with Class SI concrete.

Method of Measurement. This work will be measured for payment as each, with each end of each culvert being one each.

Basis of Payment. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001 or CONCRETE END SECTION, 542011, of the pipe diameter and slope specified.



**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: July 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 0.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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 DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
  - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **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 when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

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

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

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

- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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 it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or 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 subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

**SPEED DISPLAY TRAILER (BDE)**

Effective: April 2, 2014

Revised: January 1, 2017

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

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 701.20 of the Standard Specifications:

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

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

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

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

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

**STEEL PLATE BEAM GUARDRAIL (BDE)**

Effective: January 1, 2017

Revise Article 630.02 of the Standard Specifications to read:

“**630.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Steel Plate Beam Guardrail .....	1006.25
(b) Wood Posts and Wood Block .....	1007.01, 1007.02, 1007.06
(c) Steel Posts, Blockouts, Restraints and Wire Rope for Guardrail .....	1006.23
(d) Preservative Treatment .....	1007.12
(e) Reinforcement Bars .....	1006.10
(f) Plastic Blockouts (Note 1)	
(g) Chemical Adhesive Resin System .....	1027.01
(h) Controlled Low-Strength Material (CLSM) .....	1019

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department’s qualified product list.”

Revise Article 630.05 of the Standard Specifications to read:

“**630.05 Posts.** Posts shall be as follows.

- (a) Wood Posts. Wood posts and blocks shall be treated. The posts and blocks shall be cut to the proper dimensions before treatment. No cutting of the posts or blocks will be permitted after treatment. Posts shall be erected according to Article 634.05.
- (b) Steel Posts. Steel posts may be driven by hand or mechanical methods provided they are protected by a suitable driving cap and the earth around the posts compacted, if necessary, after driving. When steel posts are driven to incorrect alignment or grade, they shall be removed and set according to Article 634.05.

When it is necessary to shorten the posts in the field, the lower portion shall be cut off in a manner to provide a smooth cut with minimum damage to the galvanizing. Cut areas shall be repaired according to the requirements of AASHTO M 36.”

Revise Article 630.06 of the Standard Specifications to read:

“**630.06 Shoulder Stabilization at Guardrail.** Shoulder stabilization shall be constructed at the locations of steel plate beam guardrail installation according to the details shown on the plans. On new construction projects, the material used in the shoulder stabilization shall be the same as that used in the adjacent paved shoulder. On shoulder resurfacing projects, the material used in the shoulder stabilization shall be the same as that used for the shoulder resurfacing.

When portland cement concrete is used, shoulder stabilization shall be constructed according to the applicable portions of Section 483. The shoulder stabilization shall be constructed simultaneously with the adjacent portland cement concrete shoulder. Guardrail posts shall be driven through leaveouts or holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with hot-mix asphalt (HMA) or CLSM.

When HMA is used, shoulder stabilization shall be constructed according to the applicable portions of Section 482. On new construction, the shoulder stabilization shall be constructed simultaneously with the HMA shoulder. On shoulder resurfacing projects, the portion of the shoulder stabilization below the surface of the existing paved shoulder shall be placed and compacted separately. The guardrail posts shall be driven through holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with HMA or CLSM.

When driving guardrail posts through existing shoulders, shoulder stabilization, or other paved areas, the posts shall be driven through cored holes. The void around each post shall be backfilled with earth or aggregate and capped with HMA or CLSM.”

Revise Article 630.08 of the Standard Specifications to read:

**“630.08 Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for NON-BLOCKED STEEL PLATE BEAM GUARDRAIL; STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT (1.83 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT (2.74 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE B, 6 FOOT (1.83 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE B, 9 FOOT (2.74 M) POSTS; or STEEL PLATE BEAM GUARDRAIL, TYPE D, 6 FOOT (1.83 M) POSTS.

When end sections are specified, they will not be paid for as a separate item, but shall be considered as included in the unit price for steel plate beam guardrail.

Steel plate beam guardrail mounted on existing culverts will be paid for at the contract unit price per foot (meter) for STRONG POST GUARDRAIL ATTACHED TO CULVERT or WEAK POST GUARDRAIL ATTACHED TO CULVERT, of the case specified.

Portland cement concrete shoulder stabilization at guardrail will be paid for according to Article 483.10.

HMA shoulder stabilization at guardrail will be paid for according to Article 482.08.

Excavation in rock will be paid for according to Article 502.13.

Steel plate beam guardrail incorporating long-span spacing will be paid for at the contract unit price per foot (meter) for LONG-SPAN GUARDRAIL OVER CULVERT, 12 FT 6 IN (3.8 M) SPAN; LONG-SPAN GUARDRAIL OVER CULVERT, 18 FT 9 IN (5.7 M) SPAN; or LONG-SPAN GUARDRAIL OVER CULVERT, 25 FT (7.6 M) SPAN.

Steel plate beam guardrail incorporating treated timber at the back side of the post will be paid for at the contract unit price per foot (meter) for BACK SIDE PROTECTION OF GUARDRAIL.”

**TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL (BDE)**

Effective: January 1, 2017

Revise Article 631.04 of the Standard Specifications to read:

“**631.04 Traffic Barrier Terminal, Type 1 Special (Tangent) and Traffic Barrier Terminal, Type 1 Special (Flared).** These terminals shall meet the testing criteria contained in either NCHRP Report 350 or MASH. In addition to meeting the criteria in one or both of these references, the terminals shall be on the Department’s qualified product list.

The terminal shall be installed according to the manufacturer’s specifications. The beginning length of need point of the terminal shall be placed within 12 ft 6 in (3.8 m) of the length of need point shown on the plans.

The terminal shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.”

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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



**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 125 working days.

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

Effective: April 2, 2004

Revised: July 1, 2015

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

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

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

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

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

$MPI_L$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

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

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

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

**Contractor's Option:**

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

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

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

**VETERAN BUSINESS PROGRAM**

Effective: November 6, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Department in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan.

The request must state specific reasons for the substitution or change. The Department will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

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

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

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

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

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

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

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

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

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

Vendor submits the following statement:

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

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Vendor's person responsible for compliance:

Name: Title:  
Telephone: Email

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

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

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

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

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

**\*\*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.