

# **BID PROPOSAL INSTRUCTIONS**

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

## **PREQUALIFICATION**

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

## **WHO CAN BID ?**

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

## **REQUESTS FOR AUTHORIZATION TO BID**

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

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

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

## **ABOUT AUTHORIZATION TO BID**

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

## **ADDENDA AND REVISIONS**

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

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

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

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

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

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

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

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

## **BID SUBMITTAL CHECKLIST**

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

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

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

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

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

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

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

**QUESTIONS: following contract execution**

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

# 20

**RETURN WITH BID**

Proposal Submitted By
Name
Address
City

**Letting September 18, 2015**

**NOTICE TO PROSPECTIVE BIDDERS**

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 62B28  
Various Counties  
Section 2015-0611  
Various Routes  
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. 62B28**  
**Various Counties**  
**Section 2015-0611**  
**Various Routes**  
**District 1 Construction Funds**

**This project consists of sweeping various arterial roadways and expressways throughout District 1.**

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 \$10,000	to \$300	\$3,000,000 to \$5,000,000	to \$150,000
\$10,000 to \$50,000	to \$1,000	\$5,000,000 to \$7,500,000	to \$250,000
\$50,000 to \$100,000	to \$3,000	\$7,500,000 to \$10,000,000	to \$400,000
\$100,000 to \$150,000	to \$5,000	\$10,000,000 to \$15,000,000	to \$500,000
\$150,000 to \$250,000	to \$7,500	\$15,000,000 to \$20,000,000	to \$600,000
\$250,000 to \$500,000	to \$12,500	\$20,000,000 to \$25,000,000	to \$700,000
\$500,000 to \$1,000,000	to \$25,000	\$25,000,000 to \$30,000,000	to \$800,000
\$1,000,000 to \$1,500,000	to \$50,000	\$30,000,000 to \$35,000,000	to \$900,000
\$1,500,000 to \$2,000,000	to \$75,000	over \$35,000,000	to \$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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**CONTRACT NUMBER**

**62B28**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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



## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

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

RETURN WITH BID



**Contract No. 62B28  
 Various Counties  
 Section 2015-0611  
 Various Routes  
 District 1 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:

TOTAL Workforce Projection for Contract												CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT				
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES				TOTAL EMPLOYEES		MINORITY EMPLOYEES	
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES					
	M	F	M	F	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																

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								

FOR DEPARTMENT USE ONLY

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

Note: See instructions on page 2

**RETURN WITH BID**

**Contract No. 62B28  
Various Counties  
Section 2015-0611  
Various Routes  
District 1 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

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

**RETURN WITH BID**  
**Contract No. 62B28**  
**Various Counties**  
**Section 2015-0611**  
**Various Routes**  
**District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

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

Signature of Owner \_\_\_\_\_

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

\_\_\_\_\_

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(IF A CO-PARTNERSHIP)

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

By \_\_\_\_\_

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

\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

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(IF A CORPORATION)

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

By \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Typed or printed name and title of Authorized Representative

Attest \_\_\_\_\_

Signature

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

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

\_\_\_\_\_

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(IF A JOINT VENTURE)

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

By \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Typed or printed name and title of Authorized Representative

Attest \_\_\_\_\_

Signature

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

\_\_\_\_\_

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

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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.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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



**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route \_\_\_\_\_

Section \_\_\_\_\_

Project \_\_\_\_\_

County \_\_\_\_\_

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

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

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

Total Bid \_\_\_\_\_

Contract DBE Goal \_\_\_\_\_

(Percent)                      (Dollar Amount)

**(4) Assurance**

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

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

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

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

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

\_\_\_\_\_ Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

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

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





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 \_\_\_\_\_

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
<b>Total</b>				

(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 1<sup>st</sup> 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 \_\_ 1<sup>st</sup> Tier \_\_ 2<sup>nd</sup> Tier

Date \_\_\_\_\_

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

Title \_\_\_\_\_

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

Address \_\_\_\_\_

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

Phone \_\_\_\_\_

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

\_\_\_\_\_  
Signature for DBE Firm \_\_ 1<sup>st</sup> Tier \_\_ 2<sup>nd</sup> 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. 62B28**  
**Various Counties**  
**Section 2015-0611**  
**Various Routes**  
**District 1 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

**I. DISCLOSURES**

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

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

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

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

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

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

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

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

**C. Disclosure Form Instructions**

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

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

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

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

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

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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



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. \_\_\_\_\_

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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 \_\_\_

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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 \_\_\_

---

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

**1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. September 18, 2015. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.

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

**Contract No. 62B28  
Various Counties  
Section 2015-0611  
Various Routes  
District 1 Construction Funds**

**This project consists of sweeping various arterial roadways and expressways throughout District 1.**

**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, 2015

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

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

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section 2015-0611, Various Counties, Contract No. 62B28, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes  
Section 2015-0611  
Various Counties  
Contract No. 62B28

### LOCATION OF IMPROVEMENT

This work is located on various State maintained expressway and arterial routes located within the counties of Cook, DuPage, Kane, Lake, McHenry and Will.

### DESCRIPTION OF IMPROVEMENT

The work to be completed under this contract is divided into four (4) categories:

- I. EXPRESSWAY CLEANING – April 4<sup>th</sup>, 2016 to November 22, 2016
- II. ARTERIAL CLEANING - April 4<sup>th</sup>, 2016 to November 22, 2016
- III. SUPPLEMENTAL SWEEPING – January 1, 2016 to December 31, 2016
- IV. SIGN CLEANING - January 1, 2016 to December 31, 2016

The work to be done under Expressway Cleaning, Arterial Cleaning, Supplemental Sweeping and Sign Cleaning shall consist of the pickup, removal and satisfactory disposal of all sand, stones, debris, deceased animal carcasses, refuse and any other rubbish which has accumulated on the highway areas hereinafter described as the areas to be cleaned. After each cleaning cycle all areas must present an appearance which is completely satisfactory to the Engineer. Adequate equipment and hand labor is to be provided to accomplish the work to the satisfaction of the Engineer.

Specific provisions for the four (4) categories of work will be described in subsequent pages of these Special Provisions.

## **PROSECUTION OF THE WORK**

The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any work on this Contract. Terms of Contract are specified in these Special Provisions.

The contractor shall understand before bidding that the plan schedule of starting and completion dates may be revised due to the Department's operational needs. There is no guaranteed minimum or maximum of any Pay Item Work.

## **INTERPRETATION OF QUANTITIES**

The quantities shown in the Summary of Quantities are approximate to perform the cleaning work that may occur.

The quantities in the Summary of Quantities may be increased, decreased or deleted. Adjustments in contract unit prices will not be made due to an increase, decrease or deletion of items.

## **WORKING DAYS**

A working day shall be defined as any calendar day between April 4 and November 22 inclusive, except Saturdays, Sundays or legal holidays observed by the Contractor's entire work force in Illinois.

## **CONTRACT COMPLETION DATE**

The Contractor shall schedule his/her operations in order to complete all work and open all roadways to traffic on or before December 31, 2016.

The Provisions of Article 108.09 of the Standard Specification shall apply to the contract completion date.

## **GUARANTEED WORKING DAYS FOR FIRST FULL EXPRESSWAY CLEANING CYCLE**

The Contractor shall schedule his/her operations in order to complete the First Full Expressway Cleaning Cycle and open all roadways to traffic on or within twenty-five (25) guaranteed working days.

**GUARANTEED WORKING DAYS FOR FIRST FULL ARTERIAL CLEANING CYCLE**

The Contractor shall schedule his/her operations in order to complete the First Full Arterial Cleaning Cycle and open all roadways to traffic on or within sixty (60) guaranteed working days.

**FAILURE TO COMPLETE FIRST FULL EXPRESSWAY CLEANING CYCLE**

Time is of the essence to the completion of the First Full Expressway Cleaning Cycle. Should the Contractor fail to complete the First Full Expressway Cleaning Cycle within the working days stipulated in the contract, the Contractor shall be liable and shall pay to the Department the amount of \$10,000, not as a penalty but as liquidated damages, for each day of overrun in the cleaning cycle time or such extended time as may have been allowed. The liquidated damage amount specified will accrue and be assessed until final completion of the First Full Expressway Cleaning Cycle.

The Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

When the time limit is specified as working days, the daily charge shall be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications and as defined in these Special Provisions.

A calendar day is every day and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

**FAILURE TO COMPLETE FIRST FULL ARTERIAL CLEANING CYCLE ON TIME**

Time is of the essence to the completion of the First Full Arterial Cleaning Cycle. Should the Contractor fail to complete the First Full Arterial Cleaning Cycle within the working days stipulated in the contract, the Contractor shall be liable and shall pay to the Department the amount of \$10,000, not as a penalty but as liquidated damages, for each day of overrun in the cleaning cycle time or such extended time as may have been allowed. The liquidated damage amount specified will accrue and be assessed until final completion of the First Full Arterial Cleaning Cycle.

The Department will deduct the liquidated damages from any monies due or to become due to the Contractor from the Department.

When the time limit is specified as working days, the daily charge shall be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications and as defined in these Special Provisions.

A calendar day is every day and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

## GENERAL REQUIREMENTS

1. WORK AUTHORIZATION AND APPROVAL: The Engineer will verbally instruct the contractor on the type and the location of work to be performed (Expressway Cleaning, Arterial Cleaning, Supplemental Sweeping, and Sign Cleaning). The Contractor shall contact the Engineer by telephone no later than 6:30 AM each workday (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation), to coordinate and obtain approval for daily work. The Contractor shall not revise the sequence of daily planned work without the Engineer's approval.

**No Daily Contractor Work Requests / Scheduling shall be authorized or approved to start when it is determined by the Engineer that weather conditions will be unfavorable. Approval of all Daily Contractor Work Schedule Requests shall be solely determined by the Engineer and or Project Supervisor.**

The Contractor shall contact the Engineer by telephone on a weekday (Monday through Friday excluding holidays observed by the Illinois Department of Transportation) at least 24 hours in advance of work on Saturdays, Sundays or holidays (including holidays observed by the Illinois Department of Transportation). Verbal work authorization instructions will be followed by written confirmation.

Because sweeping operations need water to work effectively, sweeping will **NOT** be allowed when temperatures or wind chill factors are forecasted by the departments certified consulting meteorologists to be and or drop below freezing. **TEMPERATURE MUST BE ABOVE THIRTY TWO (32) DEGREES FARENHEIT.** All shoulders and curb lines must be free of any existing snow and or ice. Dry sweeping shall be allowed only if it is considered an emergency, immediate hazard, or any work as designated by the Department that requires first priority corrective action.

The Contractor shall repeat work that is not satisfactory. If after inspection the Engineer determines the work is to be repeated, the Engineer will verbally instruct the Contractor on the type and the location of the work to be repeated by the later of the following: 11:30 AM of the 3<sup>rd</sup> day (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation) following the day the work was performed or 55 hours after receipt of the completed Report of Contractor's Daily Work.

After satisfactory completion of the work, the Contractor will be furnished a written document of acceptance. Written authorization and/or acceptance of work will be made on forms established for this purpose. Samples of these forms are part of these Special Provisions.

If a section of roadway scheduled to be cleaned cannot be completed due to unforeseen highway operational reasons; including, but not limited to, areas of roadway under construction during the period of the contract and emergency conditions resulting in closures or restrictions for safety purposes, that portion(s) of a cleaning cycle shall be deleted from the contract. The section of roadway deleted may be returned to the contract, at the direction of the Engineer, when highway operational reasons no longer require the section of roadway to be deleted. When a section of roadway is returned to the contract the work will be paid at the same percentage of the cycle that was deleted and no additional compensation will be allowed. The Contractor shall indicate all sections of roadway deleted from the cleaning cycle, including mileage and the reason for deletion, on the Report of Contractor's Daily Work.

## 2. PERFORMANCE OF WORK:

- A. Work Direction: Cleaning equipment and workers will move in the same direction as traffic.
- B. Damage to State Property: The Contractor must perform the work in a manner that will not disturb or damage State Property. Curbs, guardrails, fences, railings, light poles, delineators, semi-permanent cones and barricades, signs and the like must not be damaged or disturbed. If State property is damaged or disturbed, the cost of repairs or replacement will be borne by the Contractor.
- C. Inconvenience: The Contractor will prosecute the work in a manner that will minimize the inconvenience to the motoring public. The Contractor shall create neither air pollution with dust nor hazardous conditions with water on the pavement.
- D. Traffic Obstruction: Should the operations of the Contractor be performed in a manner that causes traffic to congest to a degree which is unsatisfactory to the Engineer, the Contractor will, at the discretion of the Engineer, cease work until such time as the Engineer decides work can resume without undue traffic congestion.
- E. Disposal of Waste: Removal and disposal of all waste and deceased animal carcasses collected during the prosecution of this work will be the responsibility of the Contractor and will be disposed of by the Contractor at his expense. All applicable laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor. This applies especially to spillage, covered loads in trucks and legal dumping depots such as a commercial land fill operation.
- F. Flushing: Flushing shall not be done without receiving approval from the Engineer. Care shall be taken to prevent flushing waste into traffic or creating a hazard to traffic in areas being flushed. Flushing of raised medians will be allowed. The contractor shall notify and gain approval of the Engineer twenty-four (24) hours in advance of flushing raised medians. When cleaning under and behind guardrail, waste shall not be flushed outside of the area to be cleaned.



- G. Solid Waste Management Site: The Contractor will not be allowed to use any State right-of-way or any existing Department solid waste management site as part of this contract. The Contractor may procure an Illinois Environmental Protection Agency, Bureau of Land permit to develop and operate a private solid waste management site to transfer non-hazardous waste generated from street sweeping. The cost of developing and operating a private solid waste management site shall be considered as included in the contract unit prices bid for the work, and no additional compensation will be allowed.
- H. Sweeper Speed Limit: At no time shall the sweeping unit and any related vehicles in the sweeping train exceed **15** miles per hour in speed while performing any work.
3. **EQUIPMENT AND LABOR**: The Contractor is hereby informed and shall understand that sufficient equipment shall be provided and maintained so that the various cleaning cycles are satisfactorily completed within the allotted time and that cleaning cycles are started in close conformance with the Schedule of Starting Dates shown in the plans.

The Contractor, taking into consideration lost work days due to weather, will be expected to provide the necessary number of sweeping units to satisfactorily complete the First Full Expressway Cleaning Cycle, the First Full Arterial Cleaning Cycle, Sign Cleaning and other cleaning cycles on time. The Contractor shall provide adequate and sufficient supervision, equipment and labor to ensure a satisfactory, safe completion of all work to meet the cleaning schedules as shown in the plans.

Due to heavy accumulation of dirt and rubbish during the winter months, the First Full Expressway Cleaning Cycle, the First Full Arterial Cleaning Cycle and Supplemental Sweeping will require a concentrated effort of equipment and manpower to satisfactorily complete the work on time. Multiple cleanings of the same areas may be required before obtaining satisfactory results and acceptance by the Engineer.

Personnel shall be made available, with hand tools, to clean areas not accessible to sweeping units, such as on top of raised medians, aggregate/ stone shoulders regardless of width and under and 10 feet behind all guardrail regardless of surface type; also to loosen tightly compacted dirt in curb lines. These conditions are frequently encountered during all cleaning cycles. Hand work will also be required for the removal of all rubbish from stabilized surfaces on expressways and arterials.

Labor, material and equipment will remain on State right-of-way only for such time as is necessary to successfully prosecute the cleaning work required by the contract. Maintenance or over-night parking of equipment will not be permitted on State right-of-way.

The Contractor shall furnish a total of fifteen (15) two-way mobile communication devices meeting the approval of the Engineer as a means of expediting and maintaining communication with the Engineers. The Contractor shall install and maintain two-way mobile communication devices in State and Consultant vehicles designated by the Engineer. The communication devices shall be operated on the same frequency as the Contractor's supervisor's vehicles.

The communication devices shall remain in the State and Consultant vehicles until completion of the contract. The contractor shall remove and re-install the communication devices and plug all holes with approved material when the State changes vehicles. The Contractor shall also plug all holes at final removal of the communication devices at the end of the contract. The cost of this work shall be considered included in the cost of the contract.

Follow vehicles are to be equipped with a truck mounted impact attenuator at all times per cleaning train basis, in accordance with the plan sheets District One details for typical application of traffic control devices for highway and sign cleaning operations.

All vehicles are to be equipped with high intensity amber strobes. Strobes, headlights and flashers shall be displayed at all times when work is performed.

All personnel working under this contract will be required to wear an approved flagger vest when not in a vehicle.

4. **DRAINAGE STRUCTURES:** Particular care shall be taken to prevent dirt and rubbish from being pushed into roadway drainage structures. All bridges located within the specified limits of the Expressways that have drainage structures (scuppers, inlets, floor drains etc.) shall be cleaned by utilizing vacuum type sweepers or other approved equipment and methods that will prevent dirt and rubbish from being deposited into the drainage structures. All drainage structures frames and lids shall be cleaned. The cost of removal of any such waste shall be the responsibility of the Contractor.
5. **EXTRA WORK:** If the Contractor is required by the Engineer to perform cleaning work other than that delineated in these Special Provisions, payment for such work will be in accordance with Article 109.04 of the Standard Specifications.
6. **NIGHT CLEANING:** Night cleaning of certain areas of expressways is required as part of this contract. Limits of night cleaning are included in these Special Provisions under Expressway Cleaning Specifications - Limits of Cleaning - Night Cleaning Only.

Night cleaning of other areas of expressway and arterials are not permitted.

Limits of night cleaning may be reduced or increased by the Engineer due to unforeseen highway operational reasons; including, but not limited to emergency conditions resulting in restrictions for safety purposes.

Night cleaning is defined as cleaning performed between the hours of 9:00 PM and 5:00 AM.

7. **METHOD OF MEASUREMENT:** The satisfactory completion of a Full Expressway Cleaning Cycle, Full Arterial Cleaning Cycle, Supplemental Sweeping and the Sign Cleaning will be the standard measurement for payment.

It shall be the Contractor's responsibility to notify the Engineer when each cycle is completed on any designated routes.

If a cleaning cycle cannot be completed due to unforeseen highway operational reasons; including, but not limited to, areas of roadway under construction during the period of the contract and emergency conditions resulting in closures or restrictions for safety purposes, payment will be made for the percentage of the cycle completed and will be calculated by shoulder and curb mileage basis. The Contractor will not be compensated for parts of cycles that are not complete. The Engineer shall determine to what extent work is not completed. Any work that cannot be completed shall be stated by the contractor on the report of contractor's daily work. The contractor shall include limits, mileage and reasons.

Supplemental Sweeping will be measured for payment in miles of expressway shoulder cleaned and in miles of arterial gutters cleaned (curb miles) rounded down to the tenth of a mile. A standard automobile odometer shall be used by the Engineer to make the measurements. Supplemental sweeping not authorized in writing by the Engineer will not be measured for payment.

It shall be the Contractor's responsibility to notify the Engineer when supplemental sweeping is completed on any authorized sweeping routes.

8. BASIS OF PAYMENT: Expressway cleaning will be paid for at the contract unit price per each for FULL EXPRESSWAY CLEANING CYCLE and at the contract unit price per each for FULL ARTERIAL CLEANING CYCLE.

Supplemental sweeping will be paid for at the contract unit price per mile for SUPPLEMENTAL SWEEPING.

Sign cleaning shall be paid for at the contract unit price per each for SIGN CLEANING.

Night cleaning will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the cleaning cycles involved and no additional compensation will be allowed.

Laboring will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the cleaning cycles involved and no additional compensation will be allowed.

9. QUANTITIES: The quantities of cleaning cycles and curb miles specified in this contract are estimated amounts and are intended as approximations to be used for bidding purposes only. The contractor shall understand before bidding that all individual estimated shoulder and curb mile limits shown for each expressway will stand as shown regardless of whether the mileage is low or high. No additional mileage compensation will be allowed. It shall be understood that the unit prices of this contract will prevail throughout the period of this contract.
10. CONTRACT BOND: The successful bidder, at the time of execution of the contract shall deposit with the Department in accordance with the Standard Specifications for Road and Bridge Construction, a surety bond in the amount of five hundred thousand dollars (\$500,000). The form of the bond shall be that furnished by the Department, and the surety shall be acceptable to the Department.

**TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS: 701001, 701006, 701011, 701301, 701311, 701400, 701401, 701411, 701426, 701427, 701428 and 701901.

DETAILS: Single Lane Weave and Multi Lane Weave (TC-09)  
Traffic Control Details for Freeway Shoulder Closures and Partial Ramp Closures (TC-17)

SPECIAL PROVISIONS: Keeping Expressways Open to Traffic  
Failure to Open Traffic Lanes to Traffic  
Traffic Control and Protection (Expressways)  
Keeping Arterials Open to Traffic  
Speed Display Trailer (D-1)  
Nighttime Work Zone Lighting (D-1)  
Public Convenience and Safety (D-1)

**PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

### **NIGHTTIME WORK ZONE LIGHTING (DISTRICT ONE)**

Effective: November 1, 2008

Revised: June 15, 2010

Description. This work shall consist of furnishing, installing, maintaining, moving, and removing lighting for nighttime work zones. Nighttime shall be defined as occurring shortly before sunset until after sunrise.

Materials. The lighting shall consist of mobile and/or stationary lighting systems as required herein for the specific type of construction. Mobile lighting systems shall consist of luminaires attached to construction equipment or moveable carts. Stationary lighting systems shall consist of roadway luminaires mounted on temporary poles or trailer mounted light towers at fixed locations. Some lighting systems, such as balloon lights, may be adapted to both mobile and stationary applications.

Equipment. The Contractor shall furnish an illuminance meter for use by the Engineer. The meter shall have a digital display calibrated to NIST standards, shall be cosine and color corrected, and shall have an accuracy of  $\pm$  five percent. The sensor shall have a level indicator to ensure measurements are taken in a horizontal plane.

### **CONSTRUCTION REQUIREMENTS**

General. At the preconstruction conference, the Contractor shall submit the type(s) of lighting system to be used and the locations of all devices.

Before nighttime construction may begin, the lighting system shall be demonstrated as being operational.

Nighttime Flagging. The requirements for nighttime flagging shall be according to Article 701.13 of the Standard Specifications and the glare control requirements contained herein.

Lighting System Design. The lighting system shall be designed to meet the following.

- (a) Lighting Levels. The lighting system shall provide a minimum of 5 foot candles (54 lux) throughout the work area. For mobile operations, the work area shall be defined as 25 ft (9 m) in front of and behind moving equipment. For stationary operations, the work area shall be defined as the entire area where work is being performed.

Lighting levels will be measured with an illuminance meter. Readings will be taken in a horizontal plane 3 ft (1 m) above the pavement or ground surface.

- (b) Glare Control. The lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, or inspection personnel. Lighting systems with flood, spot, or stadium type luminaires shall be aimed downward at the work and rotated outward no greater than 30 degrees from nadir (straight down). Balloon lights shall be positioned at least 12 ft (3.6 m) above the roadway.

As a large component of glare, the headlights of construction vehicles and equipment shall not be operated within the work zone except as allowed for specific construction operations. Headlights shall never be used when facing oncoming traffic.

- (c) Light Trespass. The lighting system shall be designed to effectively light the work area without spilling over to adjoining property. When, in the opinion of the Engineer, the lighting is disturbing adjoining property, the Contractor shall modify the lighting arrangement or add hardware to shield the light trespass.

Construction Operations. The lighting design required above shall be provided at any location where construction equipment is operating or workers are present on foot. When multiple operations are being carried on simultaneously, lighting shall be provided at each separate work area.

The lighting requirements for specific construction operations shall be as follows.

- (a) Installation or Removal of Work Zone Traffic Control. The required lighting level shall be provided at each truck and piece of equipment used during the installation or removal of work zone traffic control. Headlights may be operated in the work zone.
- (b) Guardrail, Fence and High Tension Cable Barrier Median Repair. The required lighting level shall be provided by mounting a minimum of one balloon light to each piece of mobile construction equipment used in the work zone. This would include all machines but not include trucks used to transport materials and personnel or other vehicles that are continuously moving in and out of the work zone. The headlights of construction equipment shall not be operated within the work zone.
- (c) Pavement Marking and Raised Reflective Pavement Marker Removal/Installation. The striping truck and the attenuator/arrow board trucks may be operated by headlights alone; however, additional lighting may be necessary for the operator of the striping truck to perform the work.

For raised reflective pavement marker removal and installation and other pavement marking operations where workers are on foot, the required lighting level shall be provided at each truck and piece of equipment.

- (d) Sweeping. The required lighting level shall be mounted on the sweeping train vehicles during the sweeping operations. Headlights may be operated in the work zone.
- (e) Layout, Testing, and Inspection. The required lighting level shall be provided for each active area of construction layout, material testing, and inspection. The work area shall be defined as 15 ft (7.6 m) in front and back of the individual(s) performing the tasks.

Nighttime Work Zone Lighting will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

## **KEEPING THE EXPRESSWAYS OPEN TO TRAFFIC**

### **1. GENERAL**

The Contractor shall not park any equipment or vehicles unnecessarily on the shoulder. Whenever work is in progress adjacent to the traveled way, the Contractor shall provide necessary traffic control signs to warn the public and protect the work site as required herein or as provided in the Standards. The Contractor shall remove all equipment from the shoulder and median after working hours every day of the week. Also, the contractor's personnel shall be prohibited from crossing the roadway and all pedestrian movements on the Freeway will be limited to barricaded areas.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151 or 4155) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent closures on all Freeways and/or Expressways in District One.

All lane and shoulder closures shall be immediately removed during all adverse weather conditions **without exception**, including but not limited to Rain, Wet road surface (spray from tires), Mist, Drizzle, Sleet, Snow, Fog and any other circumstance determined unsafe by the Engineer. **The contractor shall implement this contract requirement immediately without waiting for department instructions.**

Because sweeping operations need water to work effectively, sweeping will **NOT** be allowed when temperatures or wind chill factors are forecasted by the departments certified consulting meteorologists to be and or drop below freezing. **TEMPERATURE MUST BE ABOVE THIRTY TWO (32) DEGREES FARENHEIT.** All shoulders and curb lines must be free of any existing snow and or ice. Dry sweeping shall be allowed only if it is considered an emergency, immediate hazard, or any work as designated by the Department that requires first priority corrective action.

Additional lane and shoulder closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events. Major construction projects may also require additional restrictions on some expressways.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed below. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures within one (1) mile of each other in one direction of the expressway shall be on the same side of the pavement and any lane closure within a half (1/2) mile of each other should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be five (5) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

**NO** work shall be allowed Day or Night on the following dates unless it is considered an emergency, immediate hazard or any work as designated by the Department that requires first priority corrective action:

<u>2016:</u> March 25 – March 28	Easter Holiday
May 26 – June 1	Memorial Day Holiday
June 30 – July 6	Independence Day Holiday
September 1 – September 7	Labor Day Holiday
November 23 – November 28	Thanksgiving Holiday
December 22 – January 1	Christmas/New Year's Holiday

## 2. EXPRESSWAY NIGHT CLEANING

One lane closures, shoulder closures and partial ramp closures shall only be permitted between 9:00 PM and 5:00 AM on the following expressways:

1. Kennedy (I-90/94 & I-190), Entire Limits Except Ramps
2. Eisenhower (I-290), Austin Blvd. to IL-83 Left Hand Side only.
3. Dan Ryan (I-90/94), Entire Limits Except Ramps and Right Hand Side (Express & Locals) From Cottage Grove Ave to 31<sup>st</sup> St.
4. Bishop Ford (I-94), Cottage Grove Ave. to 171<sup>st</sup> St. northbound and southbound left hand side only.\*
5. I-57, Halsted St to Dan Ryan (I-94), northbound and southbound, left hand side only.

\*One lane closures in 2 lane sections will be allowed between 11:00 PM and 5:00 AM

The Contractor is required to erect stationary left lane closures in order to sweep the following locations:

1. Kennedy (I-90/94), I-290 to East River Rd.
2. Eisenhower (I-290), Austin Blvd. to IL 83\*
3. Bishop Ford (I-94), Cottage Grove Ave. to 171<sup>st</sup> St. northbound and southbound left hand side only
4. Dan Ryan (I-90/94), a.) I-290 to 31<sup>st</sup> St.;  
b.) Express Lanes 31st St. to 67th St.
5. I-80, Wheeler to Briggs except ramps and right shoulder

\*One lane closures in 2 lane sections will be allowed between 11:00 PM and 5:00 AM



The maximum length of all stationary left lane closures shall be 5 miles. Truck Mounted Attenuator Follow Vehicle Protection shall be provided for any personnel working inside the stationary left lane closure.

### 3. EXPRESSWAY DAY CLEANING

One lane closures, shoulder closures and partial ramp closures shall only be permitted between 9:00 AM and 1:00 PM for all outbound traffic and 10:00 AM and 2:00PM for all inbound traffic on Monday through Friday, and between 5:00 AM and 2:30 PM on Saturday and Sunday on the following expressways:

1. Edens (I-94 & US 41), Montrose Ave. to 700 Lineal feet north of IL 137
2. I-290 Extension/IL 53, IL 83 to Lake-Cook Rd.
3. Stevenson Entire Limits
4. I-55, Entire Limits
5. I-57, Entire Limits, except Halsted St. to Dan Ryan northbound and southbound left hand side only.
6. Bishop Ford (I-94 & IL 394), Entire Limits except northbound and southbound left hand side from Cottage Grove Ave. to 171<sup>st</sup> St.
7. Kingery (I-80/94), IL 394 to State Line
8. I-80, I-294 to Briggs; Wheeler to Will – Kendall County Line
9. Eisenhower (I-290), Wells to Austin in its entirety, Austin to IL-83 right hand side and all ramps, the collector-distributor system and ramps at the U.S 12/20/45 (Mannheim Rd.) interchange and westbound to Roosevelt road on its extension.
10. Dan Ryan (I-90/I-94), Cottage Grove Ave to 31<sup>st</sup> St. right hand side, Express & Locals, and all ramps except slip ramps between express & local lanes & any ramps too narrow to allow traffic to pass sweeping crew. At **No** time will the sweeping train be allowed to block any lane during the daytime.
11. Kennedy (I-90/I-94), All Ramps, unless ramps are too narrow to let traffic pass sweeping crew. At **No** time will the sweeping train be allowed to block any lane during the daytime.

### **FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC**

Effective: March 22, 1996

Revised: February 9, 2005

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ **2000/15 minutes**

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

## **TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)**

Description. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

General. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Additional requirements for traffic control devices shall be as follows.

- (a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and the Traffic Control Setup and Removal Freeway/Expressway BDE Special Provision. Failure to meet this requirement will subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.

(b) Sign Requirements

- (1) Sign Maintenance. Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party.
- (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the existing posted speed limit, work zone speed limits shall be established and signed as follows.
  - a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 4200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign. If existing speed limit is over 65 mph then additional signage should be installed per 701400.
  - b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
- (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.

- (c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light.

To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, and exit ramp gores, or staged construction projects lasting more than 12 hours. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.
- (e) Temporary Concrete Barrier Wall. Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of sections of the temporary concrete barrier wall as shown in Standard 704001. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).
- (f) Full Expressway Closures. Full Expressway Closures will only be permitted for a maximum of 15 minutes during the allowable hours listed in the Keeping the Expressway Open to Traffic Special Provision. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. The Contractor will be required to provide one changeable message sign to be placed at the direction of the Engineer. The sign shall display a message as directed by the Engineer. A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of the planned work; including all stage changes. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location. The District One Expressway Traffic Control Supervisor (847-705-4151) shall be contacted at least 3 working days in advance of the proposed road closure and will coordinate the closure operation with police forces.

#### Method of Measurement.

Traffic Control and Protection will not be measured for payment.

All work for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions shall be included in the contract unit prices for the construction item involved. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701406, 701411, 701416, 701426, 701428, 701446, 701901 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

Basis of Payment.

- (a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.
- (b) Work or revisions in the phasing of construction or maintenance operations may require traffic control to be installed in accordance with a Standard other than those included in the plans. In such cases, the Standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added Standards will be according to Article 109.04. Revisions or modifications to increase the traffic control protection shown in the contract shall be submitted by the Contractor for approval by the Engineer. A reduction of the traffic control shown in the contract will not be allowed.

**SPEED DISPLAY TRAILER (D1)**

Effective: April 1, 2015

Add the following to Article 701.15(l) of the Standard Specifications:

- “(l) Speed Display Trailer. A speed display trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft. (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11.”

Add the following to Article 701.20 of the Standard Specifications:

- “(k) Revised. “Speed Display Trailer will NOT be paid for by separate pay item, but it costs shall be included in the contract unit price of the various traffic control pay items.

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 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 posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. 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.”

## **EXPRESSWAY CLEANING**

1. LOCATION: Full cleaning cycles shall be performed on the following expressways:

EISENHOWER EXPRESSWAY  
EDENS EXPRESSWAY  
DAN RYAN EXPRESSWAY  
BISHOP FORD/KINGERY EXPRESSWAY  
KENNEDY EXPRESSWAY  
STEVENSON EXPRESSWAY  
I 290 EXTENSION  
I 55 EXPRESSWAY  
I 57 EXPRESSWAY  
I 80 EXPRESSWAY

The areas of work on each expressway are all parts of the expressway. Areas to be cleaned are those with hard surfaces and will include stabilized surfaces under guardrail, ramps, curbs, gutters, medians (striped, raised, corrugated, barrier), gores, stabilized shoulders, wheel guards, bridge decks, bridge medians, bridge sidewalks, walkways underneath bridges and traveled lanes as required. Rubbish shall be removed from all stabilized surface areas and under any guardrail.

Located in the plans are typical cross sections of the expressways showing, in general, the areas which are to be cleaned.

2. LIMITS OF CLEANING: The limits of each expressway to be cleaned with the Full Cleaning Cycle, of the expressway specified, shall include all entrance and exit ramps up to the crossroads and all accident investigation sites and are specified as follows:

Day Cleaning Only:

Bishop Ford/Kingery Expressway

Interstate 94 from Cottage Grove Avenue to the Indiana State line excluding northbound and southbound left hand side from Cottage Grove Avenue to 171<sup>st</sup> St., Illinois 394 from Interstate 94 to Goodenow Rd., the entire Stony Island Avenue - 103rd Street Interchange. Interstate 80 from Interstate 94 to Interstate 294 and all accident investigation sites.

Stevenson Expressway

Interstate 55 (Stevenson Expressway) from Lake Shore Dr. to the Cook – DuPage County Line (County Line Rd.), including First Avenue, from 43rd Street to Archer Avenue, the ramps to and from Joliet Rd from Interstate 55 to Wolf Rd, the ramps from northbound Interstate 55 to northbound Interstate 294 Tollway and from southbound Interstate 294 Tollway to northbound Interstate 55 (Limits of cleaning on these ramps are from Interstate 55 to the first painted gore south of the bridge over Joliet Rd), and all accident investigation sites, excluding the entire Stevenson – Dan Ryan Interchange.

Eisenhower Expressway

Interstate 290 and its appurtenances from Wells St. to Austin Blvd. in its entirety, from Austin Blvd. to IL-83 right hand side and all ramps, the eastbound collector-distributor lane and ramps at the U.S. 12/20/45 (Mannheim Rd.) interchange and westbound to Roosevelt Rd. on its extension.

I-290 Extension

I-290 extension from Illinois 83 to Interstate 90 Jane Addams Tollway, Illinois 53 from Interstate 90 Jane Addams Tollway to Lake Cook Road including I-355 from I-290 to Army Trail Road.

I-55 Expressway

Interstate 55 from Cook - DuPage county line (County Line Rd.) to Will – Grundy county line (Reed Rd.) in its entirety, including all ramps and the entire I-55 - I-80 interchange, all accident investigation sites and Blodgett Rd. from Kelly Rd. to Railroad east of Interstate 55.

I-57 Expressway

Interstate 57 from Halsted Street to The Will-Kankakee County Line, in its entirety including the entire I-57 – I-80 Interchange and all accident investigation sites, and from Interstate 57 to Interstate 94 Day Ryan right hand side only.

I-80 Expressway

Interstate 80 from Interstate 294 Tri-State Tollway/Interstate I-294 to Briggs St. and from Wheeler Ave. to the Will – Kendall county line in its entirety, including the ramp from eastbound Interstate 80 to northbound Interstate 294 and from southbound Interstate 294 to westbound Interstate 80.

Kennedy Expressway

All Ramps on Interstate 90/94 from Ogden Ave to Interstate 90/94 Junction at Edens Expressway, Interstate 90 from Interstate 90/94 Junction at Edens Expressway to Interstate 90/190 Junction, and Interstate 190 from Interstate 90/190 Junction to the East Limits of O'Hare International Airport (Bessie Coleman Rd) unless ramps are too narrow to allow traffic to pass sweeping crew.

Dan Ryan Expressway

Interstate 94 from Cottage Grove Ave to 31<sup>st</sup> St right hand side of both local and express lanes and all ramps except slip ramps between local and express lanes and any ramps too narrow to allow traffic to pass sweeping crew.

Edens Expressway

Interstate 94 from Montrose to Dundee Road and US 41 from Dundee Road to 700 lineal feet north of Illinois 137, including two ramps at Clavey Road, two ramps at West Park Avenue, four ramps at Deerpath Road and the entire US 41/Deerfield Road interchange. Also included is Tower Road from Edens Expressway to Forestway Drive.

Night Cleaning Only:

Eisenhower Expressway

Interstate 290 from Austin Blvd. to IL-83 left hand side only.

Kennedy Expressway

Interstate 90/94 from Interstate 290 to Interstate 90/94 junction at Edens Expressway, Interstate 90 from Interstate 90/94 junction at Edens Expressway to Interstate 90/190, Interstate 190 from Interstate 90/190 junction to the east limits of O'Hare International Airport (Bessie Coleman Rd.), Interstate 90 from the Interstate 90/190 junction to the tollway turnaround, all ramps from the Jane Byrne Circle Interchange at the Eisenhower Expressway to Lake St, the Ohio Street Feeder from Orleans Street to Interstate 90/94, all accident investigation sites, and any ramps unable to be swept during the day, if applicable.

Dan Ryan Expressway

Interstate 94 from Interstate 290 to Cottage Grove Avenue, except the right hand side of local and express lanes and all ramps from Cottage Grove Ave to 31<sup>st</sup> St., including all ramps from the Jane Byrne Circle Interchange at the Eisenhower Expressway to 31<sup>st</sup> St, all slip ramps between local and express lanes, and also Interstate 57 from Interstate 94 to Halsted Street left hand side only, the Franklin Street connector from 22<sup>nd</sup> Street to Interstate 94, and all accident investigation sites.

Bishop Ford Expressway

Interstate 94 from Cottage Grove Ave. to 171<sup>st</sup> St. northbound and southbounds left hand side only.

I-80 Expressway

Interstate 80 from Briggs St. to Wheeler Ave. except ramps and right shoulder.



3. DEFINITIONS:

A. Full Expressway Cleaning Cycle: Complete cleaning of all contract areas within the limits of all the expressways specified herein, including debris and rubbish which has accumulated over the winter season, shall be considered a Full Expressway Cleaning Cycle. Mechanical and/or hand sweeping will be required to remove debris from winter accumulation.

4. SCHEDULE OF CLEANING: The First Full Expressway Cleaning Cycle shall be completed before starting work on any subsequent Full Expressway Cleaning Cycles. Full Expressway Cleaning Cycles shall start in close conformity with the schedule of starting dates shown in the plans.

5. SEQUENCE OF WORK: The Contractor shall submit at the preconstruction meeting, a sequence of work (by expressway) for the First Full Expressway Cleaning Cycle. The sequence of work shall be approved by the Engineer prior to commencing operations. It is required that the First Full Expressway Cleaning Cycle be completed to the satisfaction of the Engineer before commencing any subsequent Full Expressway Cleaning Cycle. The Contractor may be required to alter the sequence of work at any time throughout the duration of the contract upon instruction from the Engineer.

6. CLEANING CYCLE ADJUSTMENT BASIS:

The total shoulder and curb miles for a complete Full Expressway Cleaning Cycle and is estimated to be approximately **1462.3** miles and is the basis to be used in computations when a cleaning cycle cannot be completed due to unforeseen highway operational reasons.

The total shoulder and curb miles for each individual Expressway Cleaning Cycle is estimated as follows:

- Eisenhower Expressway approximately **128.8** miles
- Edens Expressway approximately **135.6** miles
- Dan Ryan Expressway approximately **102.6** miles
- Bishop Ford/Kingery Expressway approximately **161.4** miles
- Kennedy Expressway approximately **121.4** miles
- Stevenson Expressway approximately **120.2** miles
- I-290 Extension approximately **129.4** miles
- I-55 Expressway approximately **228.6** miles
- I-57 Expressway approximately **174.4** miles
- I-80 Expressway approximately **159.9** miles

## KEEPING THE ARTERIALS OPEN TO TRAFFIC

### 1. GENERAL

The Contractor shall not park any equipment or vehicles unnecessarily on the shoulder. Whenever work is in progress adjacent to the traveled way, the Contractor shall provide necessary traffic control signs to warn the public and protect the work site as required herein or as provided in the Standards. The Contractor shall remove all equipment from the shoulder and median after working hours every day of the week. Also, the contractor's personnel shall be prohibited from crossing the roadway and all pedestrian movements on the Freeway will be limited to barricaded areas.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Operations Engineer (847-705-4170) twenty-four (24) hours in advance of all lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent closures on all Arterials in District One.

All lane and shoulder closures shall be immediately removed during all adverse weather conditions **without exception**, including but not limited to Rain, Wet road surface (spray from tires), Mist, Drizzle, Sleet, Snow, Fog and any other circumstance determined unsafe by the Engineer. **The contractor shall implement this contract requirement immediately without waiting for department instructions.**

Because sweeping operations need water to work effectively, sweeping will **NOT** be allowed when temperatures or wind chill factors are forecasted by the departments certified consulting meteorologists to be and or drop below freezing. **TEMPERATURE MUST BE ABOVE THIRTY TWO (32) DEGREES FARENHEIT.** All shoulders and curb lines must be free of any existing snow and or ice. Dry sweeping shall be allowed only if it is considered an emergency, immediate hazard, or any work as designated by the Department that requires first priority corrective action.

Additional lane and shoulder closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events. Major construction projects may also require additional restrictions on some expressways.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed below. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

**NO** work will be allowed Day or Night on the following dates unless it is considered an emergency, immediate hazard or any work as designated by the Department that requires first priority corrective action:

<u>2016:</u> March 25 – March 28	Easter Holiday
May 26 – June 1	Memorial Day Holiday
June 30 – July 6	Independence Day Holiday
September 1 – September 7	Labor Day Holiday
November 23 – November 28	Thanksgiving Holiday
December 22 – January 1	Christmas/New Year's Holiday

## 2. ARTERIAL CLEANING

One lane closures and shoulder closures shall **NOT** be permitted between 6:00 AM to 9:00 AM and 4:00 PM to 6:00 PM on Arterial Highways, unless as otherwise approved by the Engineer.

### ARTERIAL HIGHWAY CLEANING

1. **LOCATION AND LIMITS OF CLEANING:** The limits of each arterial to be cleaned with the Full Arterial Cleaning Cycles shall be the portions of the arterials as specified in these special provisions (Arterial Highways to be cleaned) and as indicated in the plans. Areas to be cleaned are those with hard surfaces, including stabilized surfaces under guardrail and (10) feet behind the guardrail or to the State right-of-way whichever is shorter, islands (including thermoplastic striped and painted), turn bays, ramps, roadway crossovers, medians regardless of surface type (striped, raised, corrugated, barrier, painted and turf), curbs, gutters, gores (including thermoplastic striped and painted), stabilized shoulders, aggregate shoulders regardless of width, wheel guards, bridge decks, bridge medians, bridge sidewalks, walkways underneath bridges and traveled lanes as required including all ramps, all intersections and all interchanges. Corrugated medians shall require hand laboring. Sidewalks that are on or underneath bridges are to be cleaned under the terms of this contract.

The Contractor's attention is called to the fact that the limits shown do not necessarily reflect continuous cleaning operations. Those portions with guardrail (under and for a width of 10 feet behind regardless of surface type), paved shoulders, aggregate shoulders (regardless of width), medians, islands, including painted and striped, or curb and gutter are to be cleaned as evidenced by the entire route limits. These are numbered by Team Section and are shown on the location maps in the plans.

## 2. DEFINITIONS:

- A. Full Arterial Cleaning Cycle: Complete cleaning of all contract areas within the limits of all the arterial highways specified herein, including debris and rubbish which has accumulated over the winter season, shall be considered a Full Arterial Cleaning Cycle. Mechanical and/or hand sweeping will be required to remove debris from winter accumulation.

3. SCHEDULE OF CLEANING: The First Full Arterial Cleaning Cycle shall be completed before starting work on any subsequent Full Arterial Cleaning Cycle. Full Arterial Cleaning Cycles shall start in close conformity with the schedule of starting dates shown in the plans.
4. SEQUENCE OF WORK: The Contractor shall submit at the preconstruction meeting, a sequence of work for the First Full Arterial Cleaning Cycle. The sequence of work shall be approved by the Engineer prior to commencing operations. It is required that the First Full Arterial Cleaning Cycle be completed to the satisfaction of the Engineer before commencing any subsequent Arterial Cleaning Cycle begins. The Contractor may be required to alter the sequence of work at any time throughout the duration of the contract upon instruction from the Engineer.
5. PARKING: It will be the Contractor's responsibility to ascertain ALL parking locations for each cleaning cycle. Parking is permitted along various routes at various times within certain municipalities. A listing of parking locations is included in the special provisions beginning on page number 42. Municipalities may add and or eliminate locations. The contractor will be required to provide "No Parking" signs at least 24 hours in advance of sweeping work to prohibit parking as needed during each cleaning period. Temporary no parking signs shall be minimum size of 17" X 22" with lettering not less than one inch in height, setting forth the day or days and hours parking is prohibited. Temporary no parking signs shall be constructed from materials that will resist tearing and weather. Temporary no parking signs shall be placed at a height not less than five (5) feet from the existing ground height to the bottom of the sign and facing the direction of traffic. The temporary no parking signs shall be approved by the Engineer prior to use. The contractor shall solicit no parking enforcement assistance from the municipalities. *The contractor shall submit documentation to the Engineer verifying the solicitation of the no parking enforcement from the municipalities for each cleaning cycle.* The contractor shall remove the temporary "No Parking" signs promptly after completing sweeping operations. Furnishing, installing and removing temporary "No Parking" signs will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for the cleaning cycle involved, and no additional compensation will be allowed.
6. METHOD OF MEASUREMENT: The Full Arterial Cleaning Cycle pay item shall be measured for payment in concrete curb miles. The length of concrete curb miles paid for shall include the cleaning of all location limits and areas of debris as described in LOCATION AND LIMITS OF CLEANING and no additional compensation will be allowed.
7. CLEANING CYCLE ADJUSTMENT BASIS: The total curb miles for a complete Full Arterial Cleaning Cycle is estimated to be approximately **2,844.5** concrete curb miles and is the basis to be used in computations when a cleaning cycle cannot be completed due to unforeseen highway operational reasons.

**ARTERIAL HIGHWAYS TO BE CLEANED**

**WOODSTOCK TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>W1</b>	IL-47	Wisconsin State Line (State Line Rd.) to Main St/Dundee Rd (Huntley)	16.8
<b>W2</b>	IL-120	US-12 to US-14	29.1
<b>W3</b>	IL-31	US-12 to IL-62	29.5
<b>W4</b>	US-14	Main St (Crystal Lake) to IL-22	16.6
<b>W5</b>	US-12	Lake County Line (State Park Rd.) to Wisconsin State Line	3.9
<b>W6</b>	IL-176	Roberts Rd (Island Lake) to Eric St (Crystal Lake)	3.0
<b>W7</b>	IL-176	Walkup Ave (Crystal Lake) to IL-23	2.4
<b>W8</b>	US-14	Dole Drive (Crystal Lake) to Wisconsin State Line (State Line Rd.)	6.3
<b>W9</b>	US-20	Getty Rd (Hampshire) to Boone County Line (County Line Rd.)	2.2
<b>W10</b>	IL-23	US-14 to DeKalb County Line (Poplar Rd)	4.0
<b>W11</b>	IL-173	Boone County Line (County Line Rd) to Fox River (Converse Rd.)	3.4
<b>Total Woodstock Curb Miles</b>			<b>117.2</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**GRAYSLAKE TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>G1</b>	US-14	Lake Cook Rd to IL-22 (including All crossovers and turn lanes)	3.8
<b>G2</b>	IL-22	US-14 to IL-21	26.0
<b>G3</b>	IL-83	Lake Cook Rd to IL-60	24.7
<b>G4</b>	IL-132	IL-59 to US-45	9.4
<b>G5</b>	IL-134 (Big Hollow Rd)	US-12 to IL-120	3.0
<b>G6</b>	US-12	McHenry County Line (State Park Rd) to Lake Cook Rd (including all ramps, crossovers & turn lanes)	18.4
<b>G7</b>	IL-53	US-12 to IL-83 including: Surrey Lane from Long Grove Rd. to end of roadway	3.3
<b>G8</b>	IL-59	IL-176 to US-14	2.4
<b>G9</b>	US-45	IL-21 to Wisconsin State Line (128th St/North Ave)	34.0
<b>G10</b>	IL-120	US-12 to Old Mill Rd	5.6
<b>G11</b>	IL-137	IL-83 to IL-21	3.4
<b>G12</b>	Peterson Rd	US-45 to IL-137 (including all ramps)	0.9
<b>G13</b>	IL-176	Butterfield Rd to Roberts Rd	4.9
<b>G14</b>	Old Northwest Hwy (Frontage Rd)	US-14 to Cumnor Ave.	0.1
<b>G15</b>	IL-60	IL-120 to IL-21	12.3
<b>G16</b>	IL-173	Mill Creek Rd to west abutment bridge over Fox River (Converse Rd.)	6.2
<b>G17</b>	Midlothian Rd	McHenry Rd to IL-176	1.9
<b>G18</b>	Lake Cook Rd	Quentin Rd to US-14	0.5
<b>G19</b>	IL-83	IL-60 to Wisconsin State Line (128th St) including: Ivanhoe Rd. from IL-120 to IL-137 Schnack Rd. from IL-60 to IL-176	14.5
<b>G20</b>	IL-59	US-12 to IL-173	3.2
<b>G21</b>	Lake Cook Rd	New Hart Rd to Asbury	0.2
<b>Total Grayslake Curb Miles</b>			<b>178.7</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**GURNEE TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>GU1</b>	Old Skokie Rd	Wisconsin State Line (128th St) to US-41	0.2
<b>GU2</b>	IL-137 (Amstutz Expy)	S. Genesee Rd to Wadsworth Rd	13.5
<b>GU3</b>	US-41	I-94 to IL-22 including: N. Frontage Rd. from Washington St. to end of road S. Frontage Rd. from Washington St. to 400 FT south	39.8
<b>GU4</b>	IL-173	Mill Creek Rd to Lewis Rd	2.0
<b>GU5</b>	IL-131	Wisconsin State Line (Russell Rd) to IL-176	17.0
<b>GU6</b>	Wadsworth Rd	Sheridan Rd. to C.N.W. Railroad	0.3
<b>GU7</b>	IL-132	US-45 to IL-131	15.1
<b>GU8</b>	IL-21	Holister Dr. to Wolf Rd.	13.2
<b>GU9</b>	Sheridan Rd	22nd St (ML King Jr Dr) to Lake Bluff City Limit	2.9
<b>GU10</b>	IL-137	IL-21 to Sheridan Rd including: IL-137 from Martin Luther King Dr. to IL-137 All ramps	22.9
<b>GU11</b>	Washington St	US-41 to East Abutment of C.N.W. Railroad	0.8
<b>GU12</b>	IL-176	Des Plaines River to Sheridan Rd. including: East and West Frontage Rds. At US-41	6.1
<b>GU13</b>	IL-120	Mill Rd. to IL-131 including: All ramps and interchanges Frontage Rd. at Knight Ave. (East of US-41 on North side of IL-120)	6.5
<b>GU14</b>	IL-43	N. Village of Deerfield Limit to N/B US-41 (Including ramps @ Illinois 120)	27.8
<b>GU15</b>	IL-60	IL-21 to US-41	11.2
<b>GU16</b>	IL-22	US-45/IL-21 to US-41 including: Ramp to IL-22 from N/B US-41	17.8
<b>GU17</b>	Russell Rd	Frontage Rd (E/O I-94) to Old Skokie Rd	1.2
<b>GU18</b>	Old Half Day Rd.	IL-22 to IL-21 Spur	0.4
<b>GU19</b>	IL-21	Adler Dr to US-41 including: Frontage Rd. at IL-120	21.7
<b>Total Gurnee Curb Miles</b>			<b>220.4</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**ST. CHARLES TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>SC1</b>	IL-72	IL-25 to Dekalb County Line including Frontage Rd. from Timothy Ct. to IL-25	7.5
<b>SC2</b>	IL-38	Dekalb County Line (County Line Rd) to West St	4.2
<b>SC3</b>	IL-58	IL-59 to Hiawatha Rd	1.3
<b>SC4</b>	IL-59	IL-64 to IL-58	34.0
<b>SC5</b>	IL-19	Shales Pkwy to Barrington Rd	6.9
<b>SC6</b>	IL-64	13th Ave to IL-59	6.2
<b>SC7</b>	IL-68	IL-62 to IL-72 including the following Frontage Rds.: #1 West of IL-25 to IL-25. #2 IL-25 to Vista Lane	4.7
<b>SC8</b>	McLean Blvd	Spring St. to IL-31	1.8
<b>SC9</b>	IL-47	Main St (Huntley) to E/B US-30 (end of divided road)	19.4
<b>SC10</b>	IL-31	IL-62 to Davis/ W. River Rd. (S/O I-90)	15.0
<b>SC11</b>	IL-25	IL-62 to IL-72 including Frontage Rd. form Park St. to end of Frontage Rd.	10.8
<b>SC12</b>	US-30	Dekalb County Line to IL-47	1.7
<b>SC13</b>	US-20	Getty Rd to Weld Rd	1.7
<b>SC14</b>	IL-62	West edge of southbound IL-31 ramps to IL-68	9.2
<b>SC15</b>	IL-25	Hammond Ave to Johnnor Ave	3.8
<b>SC16</b>	Galena Blvd	IL-47 to Canterbury Rd	2.1
<b>SC17</b>	IL-25	Laurel St to Zengele St	2.8
<b>SC18</b>	IL-56	IL-25 to IL-31	0.9
<b>SC19</b>	IL-56	Ronald Reagan Toll (I-88) to IL-47	0.3
<b>SC20</b>	IL-31	Elgin City Limit to CNW RR Bridge Overpass	4.0
<b>SC21</b>	IL-31	S/O Midway Dr. to Sullivan Rd. Including: W. Frontage Rd. from IL-31 to start of curve to west (just S/O I-88)	6.5
<b>SC22</b>	IL-64	DeKalb County Line (County Line Rd) to Randall Rd.	2.8
<b>Total St Charles Curb Miles</b>			<b>147.6</b>



**ARTERIAL HIGHWAYS TO BE CLEANED**

**ARLINGTON HEIGHTS TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
AH1	IL-62	Wolf Rd to IL-68	46.1
AH2	Oakton St	IL-72 to IL-83	1.8
AH3	IL-72	Wolf Rd to IL-25 Including: Midway Ct. from IL-72 to end of roadway.	39.7
AH4	IL-58	Wolf Rd Circle to IL-59	45.1
AH5	Palatine Rd	Roselle Rd to IL-62.	0.2
AH6	US-14	Lake Cook Rd to Doe Rd	7.5
AH7	IL-25	IL-72 to Brandt St	5.9
AH8	Barrington Rd	IL-19 to IL-59	18.8
AH9	US-12	IL-83 to Lake Cook Rd	16.2
AH10	Hicks Rd	US-12 to IL-68	1.9
AH11	IL-68	IL-83 to IL-59	15.9
AH12	IL-59	Hillside to IL-58	10.3
AH13	Plum Grove/ Meacham Rd	IL-62 to Aldridge	2.0
AH14	IL-83 (Busse Rd)	IL-58 to Devon Ave	10.2
AH15	Arlington Hts. Rd	IL-72 to Palatine Rd	14.7
AH16	Central Rd	Kirchoff Rd to Arthur St	2.4
AH17	Elmhurst Rd	IL-58 to Devon Ave	8.4
AH18	Wolf Rd	IL-72 to IL-58	6.0
AH19	Hicks Rd	Kirchoff Rd to Euclid Ave	0.4
AH20	Old Higgins Rd	Elmhurst Rd to End of Road	0.2
AH21	US-14	Wilke Rd. to Waterman St	5.7
AH22	Palatine Rd	IL-83 to IL-53. Including the following IL-53 Frontage Roads: 1. East Frontage Rd. from Kennicott Ave. to US-12. 2. West Frontage Rd. from Anderson Dr. to US-12. 3. Anderson Dr. from west Frontage Rd. to East Frontage Rd. 4. East and West Frontage Rds. from IL-68 to US-12.	22.0

**Total Arlington Heights Curb Miles**

**281.4**

**ARTERIAL HIGHWAYS TO BE CLEANED**

**NORTHBROOK TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>NB1</b>	Lake Cook Rd.	Green Bay Rd. to Sheridan Rd.	0.2
<b>NB2</b>	IL-83	Lake Cook Rd to US-12	12.0
<b>NB3</b>	Old McHenry Rd	IL-83 to IL-68 & over Bluff Creek	0.9
<b>NB4</b>	Lee St.	US-12 to Jefferson including section of Elk Blvd between S. River Rd. and Lee St.	1.2
<b>NB5</b>	Wolf Rd	IL-21 to Manchester	1.2
<b>NB6</b>	Milwaukee Ave	IL-43 to Howard	0.2
<b>NB7</b>	W. Lake St.	Greenwood Ave. to Pflingsten Rd.	0.5
<b>NB8</b>	IL-68	Forestway Dr to IL-83	17.6
<b>NB9</b>	Forest Way Dr.	IL-68 to Tower	0.1
<b>NB10</b>	Tower Rd	West Edens Frontage Rd. to Winnetka City Limits east of Forestway Dr.	0.9
<b>NB11</b>	Palatine Rd	IL-43 to IL-83 (including frontage Rds and ramps)	36.4
<b>NB12</b>	Willow Rd	IL-43 to Forestway Dr	3.6
<b>NB13</b>	Old Willow Rd	Willow Rd South to Raven Way	1.0
<b>NB14</b>	Pflingsten Rd	Willow Rd to West Lake St	2.6
<b>NB15</b>	US-12	Elk Blvd to IL-83	7.8
<b>NB16</b>	Kensington Rd / Foundry Rd	IL-83 to Des Plaines River	1.6
<b>NB17</b>	Wolf Rd	Euclid Ave to Marquardt	1.4
<b>NB18</b>	River Rd	IL-21 to Oakton Ave	11.4
<b>NB19</b>	Milwaukee Ave	Golf Rd to Lake Cook Rd	22.0
<b>NB20</b>	Greenwood Ave	West Lake St. to IL-58	2.6
<b>NB21</b>	Glenview Rd.	US-41 to Ridge Rd. including: Crawford from Glenview Rd. to Old Glenview Rd.	1.3
<b>NB22</b>	IL-43 (Waukegan Rd)	Walnut Circle to Golf Rd	12.9
<b>NB23</b>	Skokie Rd	Devon Ave to Illinois Rd	15.1
<b>NB24</b>	Green Bay Rd	Village Limit to 16th St	1.0

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<b>NB25</b>	Ridge Ave	Winnetka Rd to Gross Point Rd	1.6
<b>NB26</b>	IL-58 (Golf Rd)	Wolf Rd to Leland Ave.	30.6
<b>NB27</b>	Crawford Ave	Central Ave to Golf Rd	2.8
<b>NB28</b>	Hibbard Rd	Winnetka Rd to Skokie Rd	0.6
<b>NB29</b>	Lake	Bridge at Edens	0.4
<b>NB30</b>	Ballard St	Greenwood Ave to US-12	1.5
<b>NB31</b>	Dempster St	River Rd to Greenwood	5.8
<b>NB32</b>	Oakton St	Greenwood Ave to Des Plaines River Rd	4.1
<b>NB33</b>	Church St	Gross Point Rd to McCormick Rd	3.8
<b>NB34</b>	Niles Center Rd	Main St to Church St.	2.2
<b>NB35</b>	Lincoln Ave	Devon Ave to Linder Ave	10.6
<b>NB36</b>	McCormick Rd	Golf Rd to Devon Ave including: Oakton St. from McCormick Rd. to east end of the North Shore Channel	7.6
<b>NB37</b>	IL-43 (Harlem Ave)	Devon Ave to Touhy Ave	2.0
<b>NB38</b>	US-14 (Cadwell Ave)	Devon Ave to Oakton St	4.6
<b>NB39</b>	Lehigh Ave	Devon Ave to Touhy Ave	1.3
<b>NB40</b>	Lehigh Ave	Mulford St to Howard St	0.3
<b>NB41</b>	Howard St	Gross Point Rd to Lehigh Rd	0.8
<b>NB42</b>	Gross Point Rd	Edens Expressway to Howard St	1.2
<b>NB43</b>	Touhy Ave	East end of the North Shore Channel (east of McCormick) to Central Ave	7.5
<b>NB44</b>	Carpenter Rd	Devon Ave to Lincoln Ave	4.2
<b>NB45</b>	Devon Ave	IL-43 to Canfield Ave	1.6
<b>NB46</b>	Devon Ave	McCormick to IL-43	12.2
<b>NB47</b>	Crawford Ave	Devon Ave to Lincoln Ave	0.8
<b>NB48</b>	Dearlove Rd	Milwaukee Ave to Central Rd	0.9
<b>NB49</b>	Central Rd	Wolf Rd to Huber Lane	2.0
<b>NB50</b>	Gross Point Rd	Church St. to Crawford	2.4

**Total Northbrook Curb Miles**

**268.9**

**ARTERIAL HIGHWAYS TO BE CLEANED**

**OAKBROOK TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>OB1</b>	Barrington Rd	US-20 to IL-19	4.4
<b>OB2</b>	IL-19	Barrington Rd (including Elgin/O'Hare Interchange) to Cook County Line	24.9
<b>OB3</b>	US-20	Barrington Rd. to I-290	36.5
<b>OB4</b>	Highland Ave	IL-38 to 20th St	3.2
<b>OB5</b>	IL-53 (Rohlwing Rd)	IL-56 to IL-390 Including: E. Service Rd. from IL-53 to parking lot. Norwood Ave from IL-53 to start of road bend to west	18.1
<b>OB6</b>	IL-64 (North Ave)	Berteau to Main St (Glendale Heights)	22.9
<b>OB7</b>	IL-38 (Roosevelt Rd)	Harrison St to IL-53 (including Monterey Frontage Rd.)	18.0
<b>OB8</b>	North Frontage Rd.	IL-56 to Salt Creek	0.6
<b>OB9</b>	York Rd	Elmhurst City Limit to 50 FT north of IL-38 westbound off ramp for northbound York Rd	1.4
<b>OB10</b>	IL-56 (Butterfield Rd)	DuPage/Cook County Line to IL-53 including Downers Frontage Rd. from Downers Dr. to 0.3 mile south east	21.0
<b>OB11</b>	22nd St	DuPage /Cook County Line to IL-56	12.8
<b>OB12</b>	IL-83	Devon Ave to Bluff Rd (including all ramps and West Frontage Rd. located north of IL-64 from IL-83 to Forest Preserve driveway which is Fay Ave)	47.6
<b>OB13</b>	US-34	Cook/Dupage County Line (W/O I-294) to Belmont Ave	13.8
<b>Total Oakbrook Curb Miles</b>			<b>225.2</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**NORTHSIDE TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>NS1</b>	Mannheim Rd	Lake St to Oakton Ave	17.5
<b>NS2</b>	Des Plaines River Rd	Oakton St to Touhy Ave	0.7
<b>NS3</b>	Canfield Rd	Foster Ave to Devon Ave	3.0
<b>NS4</b>	Devon Ave	Dee Rd to Des Plaines River Rd	0.7
<b>NS5</b>	Avondale Ave	Bryn Mawr to Oshkosh	4.0
<b>NS6</b>	IL-72	Austin Ave to Wolf Rd	19.2
<b>NS7</b>	Talcott Ave	Touhy to east abutment of bridge over Des Plaines River Rd	2.5
<b>NS8</b>	Northwest Hwy	Oshkosh to Foster Ave	6.0
<b>NS9</b>	Cumberland Ave	Belmont Ave to Higgins Rd	10.4
<b>NS10</b>	Lawrence Ave	Harlem Ave to Mannheim Rd	7.8
<b>NS11</b>	Gunnison St	Harlem to Austin Ave	3.0
<b>NS12</b>	IL-19	Pulaski to Cook/DuPage County Line	19.4
<b>NS13</b>	Nagel- Narragansett Ave.	Avondale to IL-64	10.2
<b>NS14</b>	25th Ave	US-20 (Lake St) to Grand Ave	5.7
<b>NS15</b>	Belmont Ave	Harlem Ave to 25th Ave.	5.0
<b>NS16</b>	Addison St	Harlem Ave to Cumberland Ave	3.0
<b>NS17</b>	Forest Preserve Dr/Montrose	Belmont Ave to Narraganset	6.8
<b>NS18</b>	Wolf Rd	Winters Dr. to Franklin Ave	1.4
<b>NS19</b>	Grand Ave	Mannhiem Rd to County Line Rd	3.6
<b>NS20</b>	IL-50 (Cicero Ave)	IL-64 to Devon Ave	12.7
<b>NS21</b>	5th Ave	Winston Dr. to IL-64	1.4

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<b>NS22</b>	1st Ave	End of divided highway to Chicago Ave	2.8
<b>NS23</b>	IL-64 (North Ave)	Harlem Ave to Berteau Including: N. Frontage Rd. from Naples Dr to 5th Ave.	22.4
<b>NS24</b>	Chicago Ave	Lake St to 1st Ave	2.0
<b>NS25</b>	US-20 (Lake St)	9th Ave to I-290	8.9
<b>NS26</b>	IL-43 (Harlem Ave)	IL-64 to Devon Ave	12.8
<b>NS27</b>	US-14	Cicero Ave to Devon Ave	2.6
<b>NS28</b>	Central	Devon Ave to Elston	1.8
<b>NS29</b>	Touhy Ave	IL-72 to Talcott Ave	4.3
<b>NS30</b>	Bryn Mawr	Central to IL-72	5.0
<b>NS31</b>	Austin Ave	IL-19 to Gunniston St	2.2
<b>NS32</b>	Oak Park Ave	IL-19 to Forest Preserve Rd	0.1
<b>NS33</b>	Foster Ave	Harlem Ave to Pulaski Ave	8.2
<b>NS34</b>	Fullerton Ave	Mannheim Rd to 25th Ave	0.1
<b>NS35</b>	Thatcher Ave	Bloomington Ave to IL-64	0.3
<b>NS36</b>	Talcott Ave	Canfield to IL-43	1.8
<b>NS37</b>	New Taft Rd	IL-19 to 697 FT southwest of IL-19	0.2
<b>NS38</b>	25th Ave	Belmont to Addison	0.7
<b>NS39</b>	Addison St	Cicero Ave to Natoma Ave	4.6
<b>NS40</b>	Grand Ave	Elm St to 80th Ave & 74th Ave to Harlem Ave	4.2
<b>NS41</b>	Des Plaines River Rd	Foster Ave to 5th Ave	5.8
<b>NS42</b>	Talcott Ave	Gregory (Kenndey S. Frontage Rd.) to IL-72	0.2
<b>Total Northside Curb Miles</b>			<b>235.0</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**NAPERVILLE TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>NA1</b>	IL-64	Main St (Glen Ellyn Rd) to IL-59	22.7
<b>NA2</b>	IL-38	Kirk Rd to IL-53	18.2
<b>NA3</b>	IL-59	IL-64 to 143rd St (including the IL-59/IL-38 interchange)	56.8
<b>NA4</b>	Gary's Mill Rd	IL-38 to IL-59	0.3
<b>NA5</b>	IL-31	Grey St to Fox Valley Sanitary District Treatment Plant	4.0
<b>NA6</b>	IL-25	Hazel Ave to Kendall County Line (Riverbend Rd)	0.8
<b>NA7</b>	IL-53	IL-56 to Will County Line	22.2
<b>NA8</b>	Hill Ave	US-34 to Montgomery Rd	1.1
<b>NA9</b>	IL-56	IL-53 to IL-25	20.5
<b>NA10</b>	US-34	Divided Pavement SW of US-30 to Belmont Rd.	41.4
<b>NA11</b>	US-30	US-34 to 143rd St	0.3
<b>NA12</b>	US-30	IL-47 to US-34	14.8
<b>Total Naperville Curb Miles</b>			<b>203.1</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**HILLSIDE TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
H1	St. Charles Rd	West Abutment of I-290 to Speechley Blvd	2.6
H2	Taft Ave	Butterfield Rd to St. Charles Rd	2.0
H3	Butterfield Rd	US-45 (Mannheim Rd) to DuPage County Line (Cadwell Ave)	3.0
H4	IL-38 (Roosevelt Rd)	Harrison to IL-171 including both Frontage Rds. East of Mannheim Rd.	9.8
H5	Harrison St	Wolf Rd to Roosevelt Rd	0.6
H6	Wolf Rd	22nd St to Harrison St	3.4
H7	22nd St	Harlem Ave to DuPage County Line Including: Frontage Rds. From Gardner Rd. to 22nd St.	17.3
H8	31st St	17th Ave to DuPage County Line	7.0
H9	Mannheim Rd	US-34 to Lake St. (US-20)	14.8
H10	25th Ave	I-290 to 26th St Including: Frontage Rds. At 25th and 22nd	5.8
H11	17th Ave	Harvard Ave to 31st St	4.4
H12	1st Ave	Chicago Ave to 43 St. (including Frontage and Cut-Off Rds)	12.1
H13	Forest Ave./ Ridgewood Ave.	Golf Rd. Groveland	0.7
H14	IL-50 (Cicero Ave)	IL-64 to 87th St Including: Cicero-Ogden interchange.	29.6
H15	IL-38 (Roosevelt Rd)	Lombard Ave. to IL-50	3.4
H16	22nd St	Lombard Ave to Cicero Ave	3.4
H17	26th St	Lombard Ave. to BRC RR	4.4
H18	US-34 (Ogden Ave)	BRC Railroad to Lombard Ave	4.7
H19	31st St & Frontage Rds	Cicero Ave to Kostner Ave	2.0
H20	US-34 (Ogden Ave)	Gilbert to DuPage County Line	3.2
H21	US-34 (Ogden Ave)	Custer Ave to Harlem Ave	4.2



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<b>H22</b>	39th St	Cicero Ave to IL-43	7.8
<b>H23</b>	1st Ave	44th St to Joliet Rd	2.2
<b>H24</b>	Joliet Rd	55th St to Harlem Ave	6.4
<b>H25</b>	47th St	East Ave to Harlem Ave	6.4
<b>H26</b>	East Ave	47th St to Joliet Rd	3.0
<b>H27</b>	55th St	DuPage County Line (County Line Rd) to Joliet Rd	6.7
<b>H28</b>	Willow Springs Rd	53rd Place (LaGrange City Limits) to Archer Ave	5.0
<b>H29</b>	US-45	Plainfield Rd to 87th St	12.9
<b>H30</b>	Joliet Rd	Wolf Rd. to East Ave.	4.8
<b>H31</b>	IL-171 (Archer Ave)	Harlem Ave to Willow Springs Rd Including: Archer Ave & 79th St interchange Frontage Rd. S/O 63rd St.	13.6
<b>H32</b>	Center Ave	55th st to Stepp St	0.2
<b>H33</b>	IL-43 (Harlem Ave)	US-34 to 87th St Including: 63rd St. Cut-Off and 65th St. Cut-Off	16.3
<b>H34</b>	63rd St	IL-171 to IL-43	1.8
<b>H35</b>	47th St	IL-50 to Central Ave	2.0
<b>H36</b>	Central Ave	47th St to 63rd St	4.0
<b>H37</b>	79th St	Archer Ave/IL-171 to Cicero Ave	12.2
<b>H38</b>	State Rd	79th St to Cicero Ave	3.4
<b>Total Hillside Curb Miles</b>			<b>247.1</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**JOLIET TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>J1</b>	IL-53	Old Chicago Dr to Ruby St	16.2
<b>J2</b>	US-30 (Plainfield Rd)	IL-59 to Black Rd	13.8
<b>J3</b>	Theodore St	Larkin Ave to IL-53	4.0
<b>J4</b>	IL-7 (Larkin Ave.)	US-6 to US-30	9.2
<b>J5</b>	US-52 (Jefferson St.)	Larkin Ave to Kendall County Line (County Line Rd.) Including: Channahon St. from Dante Ct. to NW Frontage Rd. (I-55 Frontage Rd.)	11.2
<b>J6</b>	IL-171	E.J.&E. Railroad to State St	10.8
<b>J7</b>	US-6	Henderson to Wolf Rd	5.2
<b>J8</b>	IL-7	IL-53 to Wolf Rd	7.9
<b>J9</b>	IL-59	143rd St to I-55	26.9
<b>J10</b>	143rd St	US-30 to IL-59	2.2
<b>J11</b>	IL-126	Kendall County Line to I-55	1.6
<b>J12</b>	Stateville Rd	IL-53 to Prison Loop Dr.	1.2
<b>J13</b>	Joliet Rd	IL-53 to I-55	3.0
<b>J14</b>	New Ave	Lemont Rd/State St to IL-171	1.5
<b>J15</b>	Cedar Rd	Francis Rd to US-6	0.7
<b>J16</b>	US-6	Grundy County Line to McDonough St.	10.2
<b>Total Joliet Curb Miles</b>			<b>125.6</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**ALSIP TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>A1</b>	IL-83	Bluff Rd to 127th St (including all bridges and intersections)	7.2
<b>A2</b>	95th St	IL-43 intersection to IL-171	8.7
<b>A3</b>	IL-7	Ridgeland Ave to 143rd St (including all ramps and intersections)	10.4
<b>A4</b>	143rd St	Will County Line (Will Cook Rd) to US-45	4.4
<b>A5</b>	Pulaski Rd	87th St to 127th St	11.4
<b>A6</b>	Kedzie Ave	127th St to 115th St & 131st St to 135th St	4.7
<b>A7</b>	127th St	Kedzie Ave to IL-43	8.6
<b>A8</b>	IL-43 (Harlem Ave)	87th St to US-30 (including all ramps and intersections)	46.0
<b>A9</b>	IL-50 (Cicero Ave)	111th St to 159th St	14.7
<b>A10</b>	111th St	US-45 to Central Ave	8.3
<b>A11</b>	135th St	IL-50 to IL-43	2.1
<b>A12</b>	Flavan Rd	107th St to IL-171	0.5
<b>A13</b>	IL-171	Willow Springs Rd to IL-83 (including all ramps and intersections)	0.5
<b>A14</b>	115th St	Rockwell to Pulaski & IL-50 to Keeler	4.4
<b>A15</b>	Southwest Hwy	Duffy Rd to 87th St	0.3
<b>A16</b>	US-45	87th St to 179th St (including all ramps and intersections)	45.3
<b>A17</b>	US-6 (159th St.)	IL-7 to IL-50 (including all ramps and intersections)	17.8
<b>A18</b>	143rd St	IL-43 (Harlem Ave) to Justamere Rd	2.0
<b>A19</b>	123rd St	IL-7 to IL-43	1.7
<b>A20</b>	Chicago Joliet Rd/Main St.	IL-171 to N/O McCarthy (Including Bell Rd from IL-83 to Main St)	1.0
<b>A21</b>	Wolf Rd	143rd St to 187th St	1.2
<b>A22</b>	Kean Ave	95th St to 111th St (including cut off road at 107th)	0.2
<b>A23</b>	107th St	Kean Ave to IL-171	0.9

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<b>A24</b>	Justamere Rd.	143rd to 147th	0.2
<b>A25</b>	147th St	IL-50 to Justamere Rd	1.1
<b>A26</b>	131st St	IL-43 to IL-7	0.7
<b>A27</b>	123rd St	IL-171 to IL-7	2.2
<b>A28</b>	Oak Park Ave	183rd to IL-43	0.5
<b>A29</b>	Kean Ave	119th St. to IL-83	0.1
<b>A30</b>	Archer Ave	IL-83 (111th St) to State St	2.2
<b>A31</b>	119th St	US-45 to IL-83	0.1
<b>Total Alsip Curb Miles</b>			<b>209.4</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**HARVEY TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>HY1</b>	139th St	Bridge over Railroad	0.4
<b>HY2</b>	Dixie Hwy	139th St to 167th St	4.7
<b>HY3</b>	Ashland Ave/ Wood St	Vermont to 161st St	4.2
<b>HY4</b>	Halsted St	127th St to 15th St	29.9
<b>HY5</b>	Indiana Ave	138th St to 147th St	2.8
<b>HY6</b>	Michigan City Rd	138th St to 154th St	5.0
<b>HY7</b>	Dolton (142nd St)	Indiana Ave to I-94	5.0
<b>HY8</b>	147th St	IL-50 to Torrence Ave	20.9
<b>HY9</b>	Burnham Ave	Brainard Ave to Dyer St	14.2
<b>HY10</b>	Torrence Ave	0.2 mile N/O 136th St to Steger Rd	18.0
<b>HY11</b>	Dixie Hwy	IL-1 to 187th St	2.4
<b>HY12</b>	Indiana Ave (State St)	US-6 to Armory Dr	1.8
<b>HY13</b>	Wentworth Ave	167th St to 177th St	1.8
<b>HY14</b>	183rd St	Cicero Ave to Ridgeland Ave	0.6
<b>HY15</b>	IL-50 (Cicero Ave)	159th St to Steger Rd (County Line)	19.0
<b>HY16</b>	Broadway Ave	Joe Orr Rd to Cul-De-Sac End	0.1
<b>HY17</b>	Crawford Ave	159th St to Cook County Line	10.8
<b>HY18</b>	Park Ave	IL-1 to 167th St	4.6
<b>HY19</b>	IL-1 (Cut Off)	Halsted St to Riegler Rd	0.8
<b>HY20</b>	Glenwood Rd	IL-1 to Holbrook	0.4
<b>HY21</b>	Dyer Rd	Glenwood-Lansing to US-30	2.6
<b>HY22</b>	Riegel Rd	Holbrook to US-30	3.4
<b>HY23</b>	IL-1 (Chicago Rd)	US-30 to Steger Rd	5.4
<b>HY24</b>	Joe Orr Rd	Ashland Ave to State St	5.1

Various Routes  
Section 2015-0611  
Various Counties  
Contract No. 62B28

<b>HY25</b>	US-30	Harlem Ave to Indiana State Line	36.7
<b>HY26</b>	Brainard Ave	Burnham Ave to Indiana State Line	0.2
<b>HY27</b>	159th St	Cicero Ave to Torrence Ave	23.8
<b>HY28</b>	Rexford Dr/ Claire Blvd	I-294 to Crawford Ave	0.1
<b>HY29</b>	Loomis Ave	150th St to Thornton	0.4
<b>HY30</b>	Thornton	Ashland Ave to 147th St	0.2
<b>HY31</b>	Dixie Hwy	175th St to 171st St	1.0
<b>HY32</b>	Cottage Grove Ave	147th St to 154th St	1.0
<b>HY33</b>	Williams St/ Vincennes St	Main St to Armory Dr	2.4
<b>HY34</b>	154th St	I-94 to Michigan City Rd	0.6
<b>HY35</b>	Wood Ave	Dixie Highway to 171st St.	1.0
<b>HY36</b>	Thornton - Lansing Rd	Torrence Ave to IL-1	1.8
<b>HY37</b>	Eleanor St	Williams/Vincennes to S. Park/Chicago	0.8
<b>HY38</b>	South Park Ave/ Chicago Rd	Eleanor St to Lincoln Ave.	9.2
<b>HY39</b>	East End Ave	26th St to 30th St	0.6
<b>HY40</b>	State St	Steger Rd to Sauk Trail Rd	0.2
<b>HY41</b>	Governors Hwy	Heather Rd to US-30	1.6
<b>HY42</b>	186th St	Wentworth Ave to Torrence Ave	1.8
<b>HY43</b>	Sauk Trail	Torrence Ave to US-30	0.6
<b>HY44</b>	26th St.	Western Ave. to East End Ave.	0.4
<b>HY45</b>	Western Ave	Steger Rd to 183rd St	8.1
<b>Total Harvey Curb Miles</b>			<b>256.4</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**NEW LENOX TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
NL1	Washington St	Briggs St to US-30	0.8
NL2	IL-53	5th St to Grundy County Line (Kankakee St)	6.0
NL3	Richards St	5th St to US-52	1.9
NL4	US-30	Page St to IL-43	42.3
NL5	Meadow Ave	Rockdale City Limit to DeKalb St	4.0
NL6	US-45	Kankakee County Line (W County Line Rd) to 179th St	18.8
NL7	IL-50	Steger Rd to Kankakee County Line (W County Line Rd)	5.1
NL8	IL-1	Steger Rd to Kankakee County Line (County Line Rd)	8.0
NL9	Coal City Rd	IL-53 to Division St	1.6
NL10	IL-102	Kankakee County Line (Warner Bridge Rd) to IL-53	1.2
NL11	Governors Hwy	Cook/Will County Line to IL-50	0.5
NL12	US-52	IL-53 to US-45	4.5
NL13	Hoff Rd.	IL-53 to Abandoned C.M.S.T.P&P Railroad	0.1
NL14	IL-129	Grundy County Line (Kankakee St) to I-55	0.3
NL15	IL-113	Coal City Rd to Kankakee County Line (Limestone Rd)	2.2
NL16	West River Rd.	IL-53 to IL-113	0.1
NL17	South Chicago Rd	IL-102 to North End of "S" Curve	0.1
NL18	Manhattan/ Monee Rd	US-52 to Center St	0.1
NL19	Draper Ave.	Belle Ave. to south bridge abutment (north of Stein Ave)	0.1
<b>Total New Lenox Curb Miles</b>			<b>97.7</b>

**ARTERIAL HIGHWAYS TO BE CLEANED**

**RODENBURG TEAM SECTION CLEANING LOCATIONS**

<b>KEY LOC.</b>	<b>ROUTE</b>	<b>LIMITS</b>	<b>EST. CURB MILES</b>
<b>R1</b>	Rohlwing Rd	Biesterfield Rd. to Thorndale Ave. including FULL intersections at each end.	4.4
<b>R2</b>	Biesterfield Rd	Martha St on the east side of I-290, IL-53 to Rohlwing Rd including the intersection	2.0
<b>R3</b>	Larkin Ave	US-20 to Airlite Rd	0.3
<b>R4</b>	Martha St	Biesterfield Rd to rear access gate of the Bridge Maintenance Yard	0.4
<b>R5</b>	US-20	Barrington Rd to Weld Rd including all ramps	23.5
<b>R6</b>	Villa St	US-20 to Peck Rd	0.1
<b>R7</b>	Bluff City Rd	US-20 to Gifford Rd	0.1
<b>Total Rodenburg Curb Miles</b>			<b>30.8</b>

**SUPPLEMENTAL SWEEPING**

1. **LOCATION AND LIMITS OF CLEANING:** The intent of this work is to provide additional cleaning of the gutters of existing curb and gutter and stabilized surfaces. The intent of this work is also to provide cleaning of the gutters and stabilized surfaces of additional curb and gutter and stabilized surfaces constructed which is not specified for cleaning in these Special Provisions. Supplemental Sweeping shall not be limited to the various expressways and arterial routes within the limits of specified in these Special Provisions but shall include all expressways and arterial routes located within District One.

The work to be done under Supplemental Sweeping shall consist of the pickup, removal and satisfactory disposal of all sand, stones, debris, refuse, dead animal carcasses, grease, oil, and other rubbish, which has accumulated on the highways and right of ways do to unforeseen events that are not in sequence with the regularly scheduled cleaning categories of this contract.



2. DEFINITION:

Supplemental Sweeping is work that is required to correct a condition which is an immediate hazard to the public or any work as designated by the Department that requires first priority corrective action. The contractor shall be available on a 7 day a week, 24-hour –a- day basis to accomplish this work. The Contractor shall have sufficient resources at the location specified by the Engineer within two (2) hours of notification or within a time specified by the Engineer to accomplish the work. The location of work shall be as determined by the Engineer and may be required at any time.

The use of this item shall not in any way mitigate any liquidation damages associated with noncompliance to the First Full Expressway Cleaning Cycle or First Full Arterial Cleaning Cycle guarantee working days specified, or any other cleaning cycles.

3. PARKING: Parking is permitted along various routes within certain municipalities. It will be the Contractor's responsibility to ascertain these locations and to provide no parking signs as may be required to prohibit parking during the cleaning period. Enforcement assistance shall be solicited from the municipalities by the Contractor. The temporary no parking signs shall be approved by the Engineer prior to use. The Contractor shall remove the temporary no parking signs promptly after completing sweeping operations. Furnishing, installing and removing temporary no parking signs will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for the cleaning cycle involved, and no additional compensation will be allowed.

**SIGN CLEANING**

1. LOCATION AND LIMITS OF CLEANING: The intent of this work is to provide the cleaning of signs, on an as needed basis, as determined by the Engineer of various expressway and arterial routes from January 1, 2016 to December 31, 2016. Sign cleaning shall not be limited to the expressway and arterial routes within the limits specified in these Special Provisions but shall include all expressways and arterial routes located in District One.
2. DESCRIPTION OF WORK: This work consists of the removal of all dirt, oil, grease, tar, stickers or any other foreign substance from the faces and backs of Expressway Partnership Recognition Signs, Guide, Regulatory and Warning Signs. Overhead, cantilever and signs with external illumination shall be omitted.
3. SCOPE OF WORK: The work involved consists of cleaning signs by high pressure detergent water or detergent water and brush method, all with environmentally safe detergent suitable to completely clean signs without any damage and to the satisfaction of the Engineer.

The Contractor is hereby notified and shall understand that signs damaged or destroyed by the Contractor's operations shall be replaced at the Contractor's expense.

Any trees, shrubs and seeded areas on or adjacent to the work should be protected from damage by the Contractor's operations in a manner satisfactory to the Engineer. The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in the execution or non-execution of work, or caused by defective work or the use of unsatisfactory materials. Such responsibilities shall not be released until the work has been completed and accepted according to the requirements of the Special Provisions.

Damage to any property, public or private, shall be repaired by the Contractor to a condition equivalent to its original conditions at no expense to the Department.

4. METHOD OF MEASUREMENT:

Signs to be cleaned vary in size and individual signs mounted in groups are considered separate signs.

5. BASIS OF PAYMENT:

All work associated with Sign Cleaning will be paid for at the contract unit price per each regardless of size or shape for SIGN CLEANING.

**“NO PARKING” SIGN POSTINGS FOR ARTERIAL STREET SWEEPING**

<u>Team Section</u>	<u>Route</u>	<u>From</u>	<u>To</u>	<u>Municipality</u>
Alsip	(A 14) 115 <sup>th</sup> St E/B	Pulaski St	Homan Ave	Merrionette Park
Alsip	(A 14) 115 <sup>th</sup> St W/B	Rockwell St	0.1 mi W/O Fairfield Ave	Merrionette Park
Alsip	(A 14) 115 <sup>th</sup> St W/B	Hamlin St	0.1 mi W/O Kedzie Ave	Merrionette Park
Arlington Hts.	(No. AH6) US-14 (W/B)	Waterman Ave.	Dryden Pl.	Arlington Hts.
Arlington Hts.	(No. AH6) US-14 (W/B)	Evergreen Ave.	Miner St.	Arlington Hts.
Arlington Hts.	(No. AH6) US-14 (W/B)	Yale Ave.	Chicago Ave.	Arlington Hts.
Grayslake(	No. G9) US-45 N/B	Hawley St.	IL-176	Mundelein
Grayslake	(No. G9) US-45 S/B	IL-176	Hawley St.	Mundelein
Grayslake	(No. G17) Midlothain Rd. N/B	Glenview Ave.	Division St.	Mundelein
Grayslake	(No. G3) IL-83 N/B	Lake St.	Orchard St.	Antioch
Grayslake	(No. G3) IL-83 S/B	Orchard St.	Lake St.	Antioch
Grayslake	(No. G5) IL-134 E/B	Goodnow Blvd.	Cedar Lake Rd.	Round Lake Park
Harvey	(HY 4) Halstead St N/B	129 <sup>th</sup> St	127 <sup>th</sup> St	Calumet Park
Harvey	(HY 4) Halstead St S/B	127 <sup>th</sup> St	129 <sup>th</sup> St	Calumet Park
Harvey	(HY 4) Halstead St S/B	7 <sup>th</sup> Pl (S/O Joe Orr Rd)	Rte 1 Cut-off	Chicago Heights
Harvey	(HY 4) Halstead St N/B	Rte 1 Cut-off	7 <sup>th</sup> Pl (S/O Joe Orr Rd)	Chicago Heights
Harvey	(HY 4) Halstead St S/B	11 <sup>th</sup> St	Isa Ave (N/O 13 <sup>th</sup> St)	Chicago Heights
Harvey	(HY4) Halstead St N/B	Isa Ave (N/O 13 <sup>th</sup> St)	11 <sup>th</sup> St	Chicago Heights
Harvey	(HY 5) Indiana Ave N/B	140 <sup>th</sup> St	0.1 mi S/O 138 <sup>th</sup> St	Dolton
Harvey	(HY 5) Indiana Ave S/B	0.1 mi S/O 138 <sup>th</sup> St	140 <sup>th</sup> St	Dolton
Harvey	(HY 5) Indiana Ave N/B	0.1 mi N/O 146 <sup>th</sup> St	142 <sup>nd</sup> St	Dolton
Harvey	(HY 5) Indiana Ave S/B	142 <sup>nd</sup> St	0.1 mi N/O 146 <sup>th</sup> St	Dolton
Harvey	(HY6) Lincoln Ave NW/B	Grant St	138 <sup>th</sup> St	Dolton
Harvey	(HY 6) Lincoln Ave SE/B	138 <sup>th</sup> St	Grant St	Dolton
Harvey	(HY 6) Lincoln Ave NW/B	Woodlawn Ave	Sanderson Ave	Dolton

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Harvey	(HY 6) Lincoln Ave SE/B	Sanderson Ave	Woodlawn Ave	Dolton
Harvey	(HY 31) Loomis Ave N/B	148 <sup>th</sup> St	0.1 mi N/O 146 <sup>th</sup> St	Dixmoor
Harvey	(HY 31) Loomis Ave S/B	0.1 mi N/O 146 <sup>th</sup> St	148 <sup>th</sup> St	Dixmoor
Harvey	(HY 40) Chicago Rd N/B	Park Ln	Lincoln Ave	Dolton
Harvey	(HY 40) Chicago Rd S/B	Lincoln Ave	Park Ln	Dolton
Harvey	(HY 40) S. Park Ave N/B	161 <sup>st</sup> Pl	160 <sup>th</sup> Pl	South Holland
Harvey	(HY 40) S. Park Ave S/B	160 <sup>th</sup> Pl	161 <sup>st</sup> Pl	South Holland
Hillside	(H 1) St Charles Rd E/B	Lee Blvd	Speechley Blvd	Berkley
Hillside	(H 1) St Charles Rd W/B	Speechley Blvd	Lee Blvd	Berkley
Hillside	(H 1) St Charles Rd W/B	Sunnyside Dr	Ashbel Ave	Berkley
Hillside	(H 2) Roosevelt Rd E/B	Lombard Ave	Central Ave	Berwyn
Hillside	(H 2) Roosevelt Rd E/B	Laramie Ave	Cicero Ave	Berwyn
Hillside	(H 2) Roosevelt Rd W/B	Cicero Ave	Laramie Ave	Berwyn
Hillside	(H 2) Roosevelt Rd W/B	Central Ave	Lombard Ave	Berwyn
Hillside	(H 4) Taft Ave N/B	IL 56	St Charles Rd	Hillside
Hillside	(H 4) Taft Ave S/B	St Charles Rd	IL 56	Hillside
Hillside	(H 5) Butterfield Rd E/B	Howard Ave	Wolf Rd	Hillside
Hillside	(H 5) Butterfield Rd W/B	Wolf Rd	Howard Ave	Hillside
Hillside	(H 6) 26 <sup>th</sup> St E/B	Lombard Ave	53 <sup>rd</sup> Ave	Cicero
Hillside	(H 6) 26 <sup>th</sup> St W/B	51 <sup>st</sup> Ave	Lombard Ave	Cicero
Hillside	(H 7) Forest Ave W/B	IL 171	Golf Rd	Brookfield
Hillside	(H 9) IL 38 E/B	Highridge Pkwy	Haase Ave	Westchester
Hillside	(H 9) IL 38 E/B	Portsmouth Ave	Bristol Ave	Broadview
Hillside	(H 9) IL 38 E/B	23 <sup>rd</sup> Ave	18 <sup>th</sup> Ave	Broadview
Hillside	(H 9) IL 38 E/B	16 <sup>th</sup> Ave	10 <sup>th</sup> Ave	Broadview
Hillside	(H 9) IL 38 W/B	10 <sup>th</sup> Ave	16 <sup>th</sup> Ave	Broadview

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Hillside	(H 9) IL 38 W/B	18 <sup>th</sup> Ave	23 <sup>rd</sup> Ave	Broadview
Hillside	(H 9) IL 38 W/B	Bristol Ave	Portsmouth Ave	Broadview
Hillside	(H 12) 17 <sup>th</sup> Ave N/B	Salt Creek	22 <sup>nd</sup> St	Broadview
Hillside	(H 12) 17 <sup>th</sup> Ave N/B	16 <sup>th</sup> St	Harvard Ave	Broadview
Hillside	(H 12) 17 <sup>th</sup> Ave S/B	Harvard Ave	16 <sup>th</sup> St	Broadview
Hillside	(H 12) 17 <sup>th</sup> St S/B	22 <sup>nd</sup> St	Salt Creek	Broadview
Hillside	(H 13) 63 <sup>rd</sup> St E/B	Archer Ave	3 <sup>rd</sup> Ave	Summit
Hillside	(H 13) 63 <sup>rd</sup> St W/B	3 <sup>rd</sup> Ave	Archer Ave	Summit
Hillside	(H 16) 22 <sup>nd</sup> St E/B	Lombard Ave	Cicero Ave	Cicero
Hillside	(H 16) 22 <sup>nd</sup> St W/B	Cicero Ave	Lombard Ave	Cicero
Hillside	(H 23) Cicero Ave N/B	RR N/O 22 <sup>nd</sup> St	Roosevelt Rd	Cicero
Hillside	(H 23) Cicero Ave S/B	Roosevelt Rd	RR N/O 22 <sup>nd</sup> St	Cicero
Hillside	(H 25) 47 <sup>th</sup> St E/B	Laramie Ave	Lacrosse Ave	Chicago
Hillside	(H 25) 47 <sup>th</sup> St W/B	Lacrosse Ave	Laramie Ave	Chicago
Hillside	(H 26) 39 <sup>th</sup> St E/B	Clinton Ave	Ridgeland Ave	Riverside
Hillside	(H 26) 39 <sup>th</sup> St W/B	Ridgeland Ave	Wisconsin Ave	Riverside
Hillside	(H 26) 39 <sup>th</sup> St W/B	Central Ave	61 <sup>st</sup> Ave	Riverside
Hillside	(H 29) 1 <sup>st</sup> Ave S/B	44 <sup>th</sup> Pl	47 <sup>th</sup> St	Lyons
Hillside	(H 35) IL 171 N/B	63 <sup>rd</sup> St	60 <sup>th</sup> Pl	Summit
Hillside	(H 35) IL 171 S/B	60 <sup>th</sup> St	63 <sup>rd</sup> St	Summit
Hillside	(H 38) Harlem Ave N/B	45 <sup>th</sup> St	41 <sup>st</sup> St	Forest View
Joliet	(J 6) IL 171 N/B	12 <sup>th</sup> St	8 <sup>th</sup> St	Lockport
Joliet	(J 6) IL 171 S/B	8 <sup>th</sup> St	11 <sup>th</sup> St	Lockport
Joliet	(J 8) IL 7 E/B	IL 171	Hamilton St	Lockport
Joliet	(J 8) IL 7 W/B	Hamilton St	IL 171	Lockport
Joliet	(J 11) IL 126 W/B	Arnold St	Lockport St	Plainfield

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Naperville	(NA 4) Garys Mill Rd W/B	Appletree Ln	Windsor Ct	West Chicago
New Lenox	(NL 9) IL 1 N/B	Division St	North St	Crete
New Lenox	(NL 9) IL 1 S/B	North St	Division St	Crete
New Lenox	(NL 15) US 52 E/B	Railroad St	2 <sup>nd</sup> St	Manhattan
New Lenox	(NL 15) US 52 W/B	2 <sup>nd</sup> St	Railroad St	Manhattan
New Lenox	(NL 11) IL 102 E/B	IL 53	Jefferson St	Wilmington
New Lenox	(NL 18) IL 113 E/B	0.1 mi E/O Lincoln St	0.1 mi W/O IL 129	Braidwood
New Lenox	(NL 18) IL 113 W/B	0.1 mi W/O IL 129	Center St	Braidwood
Northbrook	(No. NBX) Forest Way Dr. S/B	IL-68	Willow Tree Ln.	Glencoe
Northbrook	(No. NB23) IL-43 S/B	Harrison St.	Colfax Ave.	Glenview
Northbrook	(No. NB23) IL-43 S/B	Dewes St.	Linneman St.	Glenview
Northbrook	(No. NB23) IL-43 N/B	Glenview Rd.	McLean Ct.	Glenview
Northbrook	(No. NB23) IL-43 S/B	Lake Ave.	Glenview Rd.	Glenview
Northbrook	(No. NB25) Greenbay Rd. S/B	Village Limit	16 <sup>th</sup> St.	Kenilworth
Northbrook	(No. NB25) Greenbay Rd. N/B	16 <sup>th</sup> St.	Village Limit	Kenilworth
Northbrook	(No. NB26) Ridge Rd. S/B	Lake St.	Wilmette Ave.	Wilmette
Northbrook	(No. NB26) Ridge Rd. N/B	Wilmette Ave.	Lake St.	Wilmette
Northbrook	(No. NB62) Gross Point Rd. N/B	Kenton Ave	Kolmar Ave.	Skokie
Northbrook	(No. NB27) IL-58 E/B	E/O Washington Rd.	Ozanam Ave.	Morton Grove
Northbrook	(No. NB52) Devon Ave. W/B	Kimball Ave.	St. Louis Ave.	Lincolnwood
Northbrook	(No. NB52) Devon Ave. E/B	St. Louis Ave.	Kimball Ave.	Lincolnwood
Northbrook	(No. NB52) Devon Ave. W/B	Spokane Ave.	Cadwell Ave.	Chicago
Northbrook	(No. NB52) Devon Ave. E/B	Kinzua Ave.	Spokane Ave.	Chicago
Northbrook	(No. NB52) Devon Ave. W/B	W/O Chicago River	Harlem Ave.	Chicago
Northbrook	(No. NB52) Devon Ave. E/B	Harlem Ave.	Milwaukee Ave.	Chicago
Northbrook	(No. NB51) Devon Ave. W/B	Avondale Ave.	Canfield Rd.	Chicago

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Northbrook	(No. NB51) Devon Ave. E/B	Canfield Rd.	Avondale Ave.	Chicago
Northbrook	(No. NB41) Caldwell Ave. W/B	Devon Ave.	Algonquin Ave.	Chicago
Northbrook	(No. NB42) Lehigh Ave. S/B	Algonquin Ave.	Devon Ave.	Chicago
Northbrook	(No. NB42) Lehigh Ave. N/B	Devon Ave.	Algonquin Ave.	Chicago
Northbrook	(No. NB50) Carpenter Rd. N/B	Leoti Ave.	Hiawatha Ave.	Chicago
Northbrook	(No. NB50) Carpenter Rd. S/B	Hiawatha Ave.	Leoti Ave.	Chicago
Northbrook	(No. NB38) Lincoln Ave. N/B	Carpenter Rd.	Cleveland St.	Skokie
Northbrook	(No. NB38) Lincoln Ave. S/B	Laramie Ave.	Carpenter Rd.	Skokie
Northbrook	(No. NB38) Lincoln Ave. S/B	Jarvis Ave.	Pratt Ave.	Lincolnwood
Northbrook	(No. NB38) Lincoln Ave. N/B	Pratt Ave.	Jarvis Ave.	Lincolnwood
Northbrook	(No. NB38) Lincoln Ave. S/B	Crawford Ave.	Devon Ave.	Lincolnwood
Northbrook	(No. NB38) Lincoln Ave. N/B	Devon Ave.	Harding Ave.	Lincolnwood
Northbrook	(No. NB24) Skokie Rd. S/B	Jarvis Ave.	Jarlath Ave.	Skokie
Northbrook	(No. NB24) Skokie Rd. N/B	Niles Center Rd.	Church St.	Skokie
Northbrook	(No. NB24) Skokie Rd. S/B	Church St.	Niles Center Rd.	Skokie
Northbrook	(No. NB35) Church St. E/B	Niles Center Rd.	Keystone Ave.	Skokie
Northbrook	(No. NB35) Church St. W/B	Keystone Ave.	Niles Center Rd.	Skokie
Northbrook	(No. NB35) Church St. E/B	Central Park Ave.	Lincolnwood Dr.	Evanston
Northbrook	(No. NB35) Church St. W/B	Lincolnwood Dr.	Central Park Ave.	Evanston
Northbrook	(No. NB36) Niles Center Rd. S/B	Church St.	Skokie Blvd.	Skokie
Northbrook	(No. NB36) Niles Center Rd. N/B	Skokie Blvd.	Church St.	Skokie
Northbrook	(No. NB36) Niles Center Rd. S/B	Dempster St.	Conrad St.	Skokie
Northbrook	(No. NB49) Touhy Ave. E/B	Kildare Ave.	Keystone Ave.	Lincolnwood
Northbrook	(No. NB49) Touhy Ave. W/B	Keystone Ave.	Kildare Ave.	Lincolnwood
Northbrook	(No. NB49) Touhy Ave. E/B	East Prairie Rd.	Ridgeway Ave.	Lincolnwood
Northbrook	(No. NB49) Touhy Ave. W/B	Hamlin Ave.	East Prairie Rd.	Lincolnwood

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Northside	(No. NS25) US-20 E/B	24 <sup>th</sup> Ave.	9 <sup>th</sup> Ave.	Melrose Park
Northside	(No. NS25) US-20 W/B	9 <sup>th</sup> Ave.	24 <sup>th</sup> Ave.	Melrose Park
Northside	(No. NS24) Chicago Ave. E/B	17 <sup>th</sup> Ave.	11 <sup>th</sup> Ave.	Melrose Park
Northside	(No. NS24) Chicago Ave. W/B	13 <sup>th</sup> Ave.	17 <sup>th</sup> Ave.	Melrose Park
Northside	(No. NS34) Fullerton Ave. W/B	Atlantic Ave.	Ruby St.	Melrose Park
Northside	(No. NS34) Fullerton Ave. W/B	George St.	Mannheim Rd.	Melrose Park
Northside	(No. NS34) Fullerton Ave. E/B	Mannheim Rd.	George St.	Melrose Park
Northside	(No. NS1) Mannheim Rd. S/B	Soffel Ave.	N/O US-20	Stone Park
Northside	(No. NS1) Mannheim Rd. N/B	S/O LeMoyné Ave.	IL-64	Stone Park
Northside	(No. NS23) IL-64 W/B	72 <sup>nd</sup> Ct.	Thatcher Ave.	Elmwood Park
Northside	(No. NS20) IL-50 N/B	Wabansia Ave.	St. Paul Ave.	Chicago
Northside	(No. NS20) IL-50 N/B	Armitage Ave.	Patterson Ave.	Chicago
Northside	(No. NS20) IL-50 N/B	Belle Plaine Ave.	Montrose Ave.	Chicago
Northside	(No. NS20) IL-50 N/B	Forest Glen Ave.	Devon Ave.	Chicago
Northside	(No. NS20) IL-50 S/B	Devon Ave.	Peterson Ave.	Chicago
Northside	(No. NS20) IL-50 S/B	Catalpa Ave.	Foster Ave.	Chicago
Northside	(No. NS-20) IL-50 S/B	Pensacola Ave.	Grace St. Chicago	
Northside	(No. NS20) IL-50 S/B	Patterson Ave.	Courtland Ave.	Chicago
Northside	(No. NS30) Bryn Mawr Ave. W/B	Central Ave.	Oleander Ave.	Chicago
Northside	(No. NS30) Bryn Mawr Ave. E/B	Northwest Hwy.	Central Ave.	Chicago
Northside	(No. NS6) IL-72 W/B	Oriole Ave.	Crescent Ave.	Chicago
Northside	(No. NS2) Des Plaines River Rd. S/B	Eastwood Ave.	River Rd.	Schiller Park
Northside	(No. NS2) Des Plaines River Rd. S/B	Franklin St.	Chestnut Ave.	River Grove
Northside	(No. NS19) Grand Ave. E/B	Marwood St.	RR Tracks	River Grove
Northside	(No. NS19) Grand Ave. W/B	RR Tracks	Marwood St.	River Grove
Northside	(No. NS19) Grand Ave. E/B	73 <sup>rd</sup> Ave.	IL-43	Elmwood Park



**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Northside	(No. NS19) Grand Ave. W/B	IL-43	73 <sup>rd</sup> Ave.	Elmwood Park
Northside	(No. NS26) IL-43 S/B	Fullerton Ave.	Courtland Ave.	Elmwood Park
Northside	(No. NS26) IL-43 N/B	Wabansia Ave.	Medill Ave.	Elmwood Park
Northside	(No. NS26) IL-43 N/B	Altged St.	Byron St.	Norridge
Northside	(No. NS26) IL-43 S/B	Diversey Ave.	Altged St.	Elmwood Park
Northside	(No. NS26) IL-43 S/B	Byron St.	George St.	Norridge
Northside	(No. NS26) IL-43 N/B	Argyle St.	Rascher Ave.	Chicago
Northside	(No. NS15) Belmont Ave. W/B	IL-43	Pacific Ave.	Chicago
Northside	(No. NS15) Belmont Ave. E/B	Pacific Ave.	IL-43	Chicago
Northside	(No. NSX) 25 <sup>th</sup> Ave. S/B	Addison Ave.	King Ave.	Franklin Park
Northside	(No. NSX) 25 <sup>th</sup> Ave. N/B	Britta Ave.	Addison Ave.	Franklin Park
Northside	(No. NS17) Forest Preserve Dr. W/B	Nagle Ave.	Montrose Ave.	Chicago
Northside	(No. NS31) Austin Ave. N/B	IL-19	Eastwood Ave.	Chicago
Northside	(No. NS31) Austin Ave. S/B	Montrose Ave.	IL-19	Chicago
Northside	(No. NS11) Gunnison St. W/B	Austin Ave.	Nagle Ave.	Chicago
Northside	(No. NS11) Gunnison St. E/B	Nagle Ave.	Austin Ave.	Chicago
Northside	(No. NS10) Lawrence Ave. W/B	Oconto Ave.	Olcott Ave.	Norwood Park
Northside	(No. NS10) Lawrence Ave. E/B	Olcott Ave.	Oconto Ave.	Norwood Park
Northside	(No. NS9) Cumberland Ave. N/B	Addison St.	Berteau Ave.	Norridge
Northside	(No. NS16) Addison St. W/B	IL-43	Cumberland Ave.	Chicago
Northside	(No. NS16) Addison St. E/)	Cumberland Ave.	IL-43	Chicago
Northside	(No. NS5) Avondale Ave. E/B	IL-43	Nagle Ave.	Chicago
Northside	(No. NS5) Avondale Ave. W/B	Nagle Ave.	IL-43	Chicago
Northside	(No. NS13) Nagle Ave. N/B	Bryn Mawr Ave.	Avondale Ave.	Chicago
Northside	(No. NS13) Nagle Ave. S/B	Gregory St.	Gunnison St.	Chicago
Northside	(No. NS13) Nagle Ave. N/B	Gunnison St.	Catalpa Ave.	Chicago

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Northside	(No. NS13) Narragansett Ave. N/B	Nagle Ave.	Wrightwood Ave.	Chicago
Northside	(No. NS13) Narragansett Ave. S/B	Diversey Ave.	Addison St.	Chicago
Northside	(No. NS13) Narragansett Ave. S/B	Grand Ave.	IL-64	Chicago
Northside	(No. NS13) Narragansett Ave. N/B	IL-64	Grand Ave.	Chicago
Northside	(No. NS16) Addison St. W/B	IL-50	Central Ave.	Chicago
Northside	(No. NS16) Addison St. E/B	Central Ave.	IL-50	Chicago
Northside	(No. NS16) Addison St. W/B	Major Ave.	Oak Park Ave.	Chicago
Northside	(No. NS16) Addison St. E/B	Oak Park Ave.	Major Ave.	Chicago
Northside	(No. NS33) Foster Ave. E/B	IL-43	Menard Ave.	Chicago
Northside	(No. NS33) Foster Ave. W/B	Menard Ave.	IL-43	Chicago
Northside	(No. NS33) Foster Ave. E/B	Lovejoy Ave.	Leclaire Ave.	Chicago
Northside	(No. NS33) Foster Ave. W/B	Leclaire Ave.	Lovejoy Ave.	Chicago
Northside	(No. NS12) IL-19 W/B	Pulaski Ave.	Natchez Ave.	Chicago
Northside	(No. NS12) IL-19 E/B	IL-43	Pulaski Ave.	Chicago
Northside	(No. NS12) IL-19 W/B	Forest Preserve Dr.	Ozanam Ave.	Chicago
Northside	(No. NS12) IL-19 E/B	Ozanam Ave.	Forest Preserve Dr.	Chicago
Northside	(No. NS12) IL-19 E/B	Pontiac Ave.	Page Ave.	Chicago
Northside	(No. NS12) IL-19 W/B	Pioneer Ave.	Pontiac Ave.	Chicago
Northside	(No. NS8) Northwest Hwy. E/B	Oshkosh Ave.	Devon Ave.	Chicago
Northside	(No. NS8) Northwest Hwy. W/B	Devon Ave.	Oshkosh Ave.	Chicago
Northside	(No. NS8) Northwest Hwy. E/B	IL-43	Parkside Ave.	Chicago
Northside	(No. NS8) Northwest Hwy. W/B	Parkside Ave.	Imlay St.	Chicago
Northside	(No. NS6) IL-72 E/B	Melvina Ave.	Austin Ave.	Chicago
Northside	(No. NS6) IL-72 W/B	McVicker Ave.	Melvina Ave.	Chicago
Northside	(No. NS6) IL-72 E/B	Nagle Ave.	Normandy Ave.	Chicago
Northside	(No. NS6) IL-72 W/B	Normandy Ave.	Nagle Ave.	Chicago

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Northside	(No. NS6) IL-72 W/B	Newcastle Ave.	IL-43	Chicago
Northside	(No. NS6) IL-72 E/B	IL-43	Newcastle Ave.	Chicago
Northside	(No. NS3) Canfield Ave. N/B	Foster Ave.	Serbian Dr.	Chicago
Northside	(No. NS3) Canfield Ave. S/B	Serbian Dr.	Foster Ave.	Chicago
Northside	(No. NS3) Canfield Ave. N/B	Ardmore Ave.	Devon Ave.	Chicago
Northside	(No. NS3) Canfield Ave. S/B	Devon Ave.	Ardmore Ave.	Chicago
Northside	(No. NSX) Talcott Ave. E/B	Canfield Ave.	Oriole Ave.	Chicago
Northside	(No. NSX) Talcott Ave. W/B	Oriole Ave.	Canfield Ave.	Chicago
Northside	(No. NSX) Talcott Ave. W/B	IL-43	Oketo Ave.	Chicago
Northside	(No. NS5) Avondale Ave. W/B	Palatine Ave.	Oshkosh Ave.	Chicago
Northside	(No. NS5) Avondale Ave. E/B	Oshkosh Ave.	Palatine Ave.	Chicago
St Charles	(SC 9) IL 47 N/B	RR	Shannon St	Elburn
St Charles	(SC 9) IL 47 S/B	Shannon St	RR	Elburn
St Charles	(SC 18) IL 56 E/B	IL 31	Grant St	Aurora
St Charles	(SC 18) IL 56 W/B	Grant St	IL 31	Aurora
Woodstock	(No. W4) US-14 W/B	Algonquin Rd.	Opatrny Dr.	Fox River Grove
Woodstock	(No. W4) US-14 W/B	Main St.	1/2 block W/O Main St.	Cary
Woodstock	(No. W12) IL-23 S/B	Municipal Dr.	US-20	Marengo
Woodstock	(No. W12) IL-23 N/B	US-20	Municipal Dr.	Marengo
Woodstock	(No. W1) IL-47 S/B	Bigelow Ave.	McKinely Ave.	Hebron
Woodstock	(No. W1) IL-47 N/B	3 <sup>rd</sup> St.	IL-173	Hebron
Woodstock	(No. W5) US-12 E/B	Liberty St.	George St.	Richmond
Woodstock	(No. W5) US-12 W/B	George St.	Liberty St.	Richmond
Woodstock	(No. W2) IL-120 E/B	Court St.	Riverside Dr.	McHenry
Woodstock	(No. W2) IL-120 W/B	Riverside Dr.	Court St.	McHenry
Woodstock	(No. W2) IL-120 W/B	Millstream Dr.	E/O IL-31 (South)	McHenry

**“No Parking” Sign Postings for Arterial Street Sweeping**

<b><u>Team Section</u></b>	<b><u>Route</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Municipality</u></b>
Woodstock	(No. W3) IL-31 S/B	Main St.	S/O John St.	McHenry
Woodstock	(No. W2) IL-120 W/B	Madison St.	Clay St.	Woodstock
Woodstock	(No. W2) IL-120 E/B	Clay St.	Madison St.	Woodstock
Woodstock	(No. W2) IL-120 W/B	Main St.	Throop St.	Woodstock

**WORK ORDER**

Various Routes  
Section 2015-0611  
Various Counties  
Contract No. 62B28



# Illinois Department of Transportation

Division of Highways/District 1  
201 West Center Court/Schaumburg, Illinois 60196-1096

Cleaning --- \_\_\_\_\_ (Year)

## Expressway & Arterial Cleaning

**WORK ORDER**

- This is an authorization to clean.
- Initial \_\_\_\_\_ Expressway
- Full Cycle \_\_\_\_\_ Arterial
- Inner City \_\_\_\_\_ Signs

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Work Order: \_\_\_\_\_

Number of Production Report and/or Work Order: \_\_\_\_\_

Cycle to be completed by: \_\_\_\_\_

Authorized by: \_\_\_\_\_

\_\_\_\_\_  
For the Engineer Date

1-White copy, R.E.  
1-Yellow copy, Contractor  
1-Pink copy, Yard Engineer  
1-Gold copy, Office

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

### **CONTRACT CLAIMS (BDE)**

Effective: April 1, 2014

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

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

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

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

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.



- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

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

#### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 2, 2015

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **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 [www.dot.il.gov](http://www.dot.il.gov).

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Effective: April 1, 2015

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

#### "EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

### **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

**TRACKING THE USE OF PESTICIDES (BDE)**

Effective: August 1, 2012

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

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

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

**VETERAN BUSINESS PROGRAM**

Effective: November 6, 2014

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

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

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

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

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

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

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

- (a) The bidder shall submit a Veteran Business Program (VBP) Utilization Plan. The format for the VBP Utilization Plan is included in this special provision.
- (b) Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either:
  - (1) met the entire contract goal;
  - (2) made good faith efforts towards meeting the entire goal; or
  - (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.



- (c) If the bidder is a joint venture comprised of Veteran Business Enterprises (VBE) companies and non-VBE companies, the plan must also include:
- (1) A clear identification of the portion of work to be performed by the VOSB/SDVOSB partner(s); and
  - (2) An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Department may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Department in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder nonresponsive or not responsible. The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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.



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**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.