

## **If you plan to submit a bid directly to the Department of Transportation**

### **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.

### **REQUESTS FOR AUTHORIZATION TO BID**

Contractors downloading and/or ordering CD-ROM's and are 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 124INT) and the ORIGINAL, signed and notarized, "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.

### **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.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?** When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) 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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. 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 contractor'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 will be placed with the contract number. 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 server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

**IDOT is not responsible for any e-mail related failures.**

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or [garmantr@dot.il.gov](mailto:garmantr@dot.il.gov).

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

| <b>Questions Regarding</b>                   | <b>Call</b>   |
|--|---------------|
| Prequalification and/or Authorization to Bid | (217)782-3413 |
| Preparation and submittal of bids            | (217)782-7806 |
| Mailing of plans and proposals               | (217)782-7806 |
| Electronic plans and proposals               | (217)524-1642 |

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

Planholders should verify that they have received and incorporated the addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum could result in a bid being rejected as irregular.

# 123

RETURN WITH BID

|                       |
|-----------------------|
| Proposal Submitted By |
| Name                  |
| Address               |
| City                  |

## Letting March 10, 2006

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**  
(See instructions inside front cover)

### 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.  
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 62969  
COOK County  
Section (102 & 102X)LS  
District 1 Construction Funds  
Route FAP 330**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**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. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" 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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

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### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

| Questions Regarding                          | Call         |
|--|--------------|
| Prequalification and/or Authorization to Bid | 217/782-3413 |
| Preparation and submittal of bids            | 217/782-7806 |
| Mailing of CD-ROMS                           | 217/782-7806 |

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. 62969  
COOK County  
Section (102 & 102X)LS  
Route FAP 330  
District 1 Construction Funds**

**Landscaping and forest management along U.S. Route 12/20/45 (LaGrange Road) from IL Route 171 (Archer Avenue) to north of Cal Sag Channel in Willow Springs and Cook County.**

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 shall govern performance and payments.

**RETURN WITH BID**

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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 proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned 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, 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 .....        | \$150                    | \$2,000,000          | to | \$3,000,000 .....        | \$100,000   |
| \$5,000              | to \$10,000 .....    | \$300                    | \$3,000,000          | to | \$5,000,000 .....        | \$150,000   |
| \$10,000             | to \$50,000 .....    | \$1,000                  | \$5,000,000          | to | \$7,500,000 .....        | \$250,000   |
| \$50,000             | to \$100,000 .....   | \$3,000                  | \$7,500,000          | to | \$10,000,000 .....       | \$400,000   |
| \$100,000            | to \$150,000 .....   | \$5,000                  | \$10,000,000         | to | \$15,000,000 .....       | \$500,000   |
| \$150,000            | to \$250,000 .....   | \$7,500                  | \$15,000,000         | to | \$20,000,000 .....       | \$600,000   |
| \$250,000            | to \$500,000 .....   | \$12,500                 | \$20,000,000         | to | \$25,000,000 .....       | \$700,000   |
| \$500,000            | to \$1,000,000 ..... | \$25,000                 | \$25,000,000         | to | \$30,000,000 .....       | \$800,000   |
| \$1,000,000          | to \$1,500,000 ..... | \$50,000                 | \$30,000,000         | to | \$35,000,000 .....       | \$900,000   |
| \$1,500,000          | to \$2,000,000 ..... | \$75,000                 | over                 |    | \$35,000,000 .....       | \$1,000,000 |

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual 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 shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall 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 shall become void or the proposal guaranty check shall 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 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 proposal, state below where it may be found.

The proposal guaranty check will be found in the 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 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 proposal 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 shall 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. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 62969

State Job # - C-91-227-05  
 PPS NBR - 1-77016-0000  
 County Name - COOK- -  
 Code - 31 - -  
 District - 1 - -  
 Section Number - (102 & 102X) LS

Project Number

Route  
 FAP 330

| Item Number | Pay Item Description  | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|----------|---|------------|---|-------------|
| A2C026G3    | T-CELTIS OCCID CG 3G  | EACH            | 70.000   |   |            |   |             |
| A2C035G3    | T-JUGLANS NIGRA CG 3G | EACH            | 70.000   |   |            |   |             |
| A2C041G3    | T-OSTRYA VIRGIN CG 3G | EACH            | 140.000  |   |            |   |             |
| A2C049G3    | T-QUERC ALBA CG 3G    | EACH            | 180.000  |   |            |   |             |
| A2C052G3    | T-QUERCUS ELLIP CG 3G | EACH            | 40.000   |   |            |   |             |
| A2C053G3    | T-QUERCUS IMBRI CG 3G | EACH            | 120.000  |   |            |   |             |
| A2C056G3    | T-QUERC MACR CG 3G    | EACH            | 450.000  |   |            |   |             |
| A2C061G3    | T-QUERC RUBRA CG 3G   | EACH            | 190.000  |   |            |   |             |
| A2C072G3    | T-TILIA AMER CG 3G    | EACH            | 140.000  |   |            |   |             |
| A2002516    | T-CARP CAROL 2        | EACH            | 3.000    |   |            |   |             |
| A2006712    | T-QUERCUS MACR 1-1/2  | EACH            | 14.000   |   |            |   |             |
| A2007114    | T-QUERCUS RUBRA 1-3/4 | EACH            | 14.000   |   |            |   |             |
| A2016614    | T-QUERCUS ELLIP 1-3/4 | EACH            | 14.000   |   |            |   |             |
| B2000562    | T-AMELAN CAN SF 4'    | EACH            | 50.000   |   |            |   |             |
| B2001164    | T-CERCIS CAN CL 5'    | EACH            | 8.000    |   |            |   |             |

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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| Item Number | Pay Item Description  | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|----------|---|------------|---|-------------|
| C2C06024    | S-RHUS TYPHINA 2'C    | EACH            | 20.000   |   |            |   |             |
| C2C09418    | S-SALIX HUMILIS 18C   | EACH            | 150.000  |   |            |   |             |
| C2C09624    | S-SAMBUCUS CANAD 2'C  | EACH            | 75.000   |   |            |   |             |
| C2000524    | S-ARONIA MELAN 2'     | EACH            | 50.000   |   |            |   |             |
| C2001124    | S-CEPHALAN OCCID 2'   | EACH            | 10.000   |   |            |   |             |
| C2002024    | S-CORYLUS AMER 2'     | EACH            | 490.000  |   |            |   |             |
| C2003348    | S-HAMAMELIS VIRG 4'   | EACH            | 50.000   |   |            |   |             |
| D2001560    | E-JUNIP VIRG 5'       | EACH            | 48.000   |   |            |   |             |
| D2003848    | E-THUJA OCC TEC 4'    | EACH            | 67.000   |   |            |   |             |
| X0322856    | WEED CONT N SEL/N RES | GALLON          | 2.500    |   |            |   |             |
| X0322859    | WEED CONTR PRE-EM GRN | POUND           | 160.000  |   |            |   |             |
| Z0013798    | CONSTRUCTION LAYOUT   | L SUM           | 1.000    |   |            |   |             |
| 20101350    | TREE PRUN OVER 10     | EACH            | 5.000    |   |            |   |             |
| 25000400    | NITROGEN FERT NUTR    | POUND           | 155.000  |   |            |   |             |
| 25000750    | MOWING                | ACRE            | 24.000   |   |            |   |             |

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Project Number

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| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|----------------------|-----------------|----------|---|------------|---|-------------|
| 25200200    | SUPPLE WATERING      | UNIT            | 60.000   |   |            |   |             |
| 67100100    | MOBILIZATION         | L SUM           | 1.000    |   |            |   |             |

**CONTRACT NUMBER**

**62969**

**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 Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, 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. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has 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 termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

##### **B. Felons**

1. The Illinois Procurement Code provides:

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 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.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

##### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

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 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 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 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

## RETURN WITH BID

2. 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 and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) 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.

2. 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.

### **E. Inducements**

1. The Illinois Procurement Code provides:

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 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 or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. 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.

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, 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.

2. 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.

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, 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 chief procurement officer.

2. 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 is submitted.

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, 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.

2. 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

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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.

2. 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.

### **III. CERTIFICATIONS**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

### **B. Bribery**

1. The Illinois Procurement Code provides:

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 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, 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 1961.

(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 shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. 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.

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

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 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. The State and units of local government shall provide the appropriate forms for such certification.

## RETURN WITH BID

(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.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 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 permanently barred 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.

2. 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.

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. 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.

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

### **F. Drug Free Workplace**

1. 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.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency 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 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 contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

**I. ADDENDA**

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

**J. Section 42 of the Environmental Protection Act**

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency 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 contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement 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.**

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision 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**

**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 Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, 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 Illinois Procurement Code provides that all bids of more than \$10,000 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.

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 400 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 person 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 person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

**C. Disclosure Form Instructions**

**Form A: For bidders that have previously submitted the information requested in Form A**

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

**CERTIFICATION STATEMENT**

**I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.**

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

\_\_\_\_\_  
Date

**Form A: For bidders who have NOT previously submitted the information requested in Form A**

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 400 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 the second page of Form A must be signed and dated by a person 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 \$90,420.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
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 \$90,420.00? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person 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 a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person 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 on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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.

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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**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 the Section 50-35 of the Illinois Procurement 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 \$10,000, 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.**

**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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(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 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

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- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 the 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 2 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 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 \$90,420.00, (60 % of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 2 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 \_\_\_

---

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

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

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

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.**

Completed by: \_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by: \_\_\_\_\_  
Title of Authorized Representative (type or print)

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

**NOT APPLICABLE STATEMENT**

**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.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

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ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Other Contracts &  
Procurement 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 the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

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

If **“No” is checked**, the bidder only needs to complete the signature box on the bottom of 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 SIGNED**

|  |       |
|--|-------|
| _____  |       |
| Name of Authorized Representative (type or print)  |       |
| _____  |       |
| Title of Authorized Representative (type or print) |       |
| _____  | _____ |
| Signature of Authorized Representative             | Date  |

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations 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 Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. 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. 62969  
COOK County  
Section (102 & 102X)LS  
Route FAP 330  
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 **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 only 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. 62969  
COOK County  
Section (102 & 102X)LS  
Route FAP 330  
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.

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

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

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

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

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



RETURN WITH BID

Division of Highways
Proposal Bid Bond
(Effective November 1, 1992)

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We
as PRINCIPAL, 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 Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of 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, submit a DBE Utilization Plan that is accepted and approved by the Department; 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 make the required DBE submission or 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 and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name) (Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that
and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of, A.D.

My commission expires
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below 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

# 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. 62969  
COOK County  
Section (102 & 102X)LS  
Route FAP 330  
District 1 Construction Funds**



**Illinois Department of Transportation**



## 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 at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 10, 2006. 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 the 10:00 a.m. cut off time.

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

**Contract No. 62969  
COOK County  
Section (102 & 102X)LS  
Route FAP 330  
District 1 Construction Funds**

**Landscaping and forest management along U.S. Route 12/20/45 (LaGrange Road) from IL Route 171 (Archer Avenue) to north of Cal Sag Channel in Willow Springs and Cook County.**

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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS  
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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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, 2002, 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 ROUTE 330, SECTION: (102 & 102 X) LS, COUNTY: COOK and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

CONTRACT: 62969

**LOCATION OF IMPROVEMENT**

This improvement consists of two locations. The first location, herein referred to as the "Corridor", includes work both within and outside State right-of-way. It begins on US 12/20/45 (LaGrange Road) from North of Cal Sag Channel to IL 171 (Archer Avenue) and extends into Unincorporated Cook County and the Village of Willow Springs. The second location, herein referred to as "Tree Mitigation", includes work outside State right-of-way only and includes work in the Corridor in addition to the primary site, which lies adjacent to the right-of-way of US 45 from 175<sup>th</sup> Street to 171<sup>st</sup> Street in Forest Preserve District of Cook County holdings in Orland Township.

**DESCRIPTION OF IMPROVEMENT**

This is a landscaping and forest management project developed mutually with the Forest Preserve District of Cook County and the work to be performed under this contract consists of tree and shrub planting, weed spraying and reforestation.

**LANDSCAPE CONSTRUCTION WORK AND LANDSCAPE ESTABLISHMENT WORK**

The Contractor shall complete each Phase of the work in accordance with the CALENDAR OF CONSTRUCTION AND ESTABLISHMENT WORK specified in the plans.

**COMPLETION DATE FOR PHASE ONE**

The Contractor shall schedule his/her operations in order to complete all Phase I work on or before May 31, 2006.

**COMPLETION DATE FOR PHASE TWO**

The Contractor shall schedule his/her operations in order to complete all Phase II work on or before October 31, 2006.

**COMPLETION DATE FOR PHASE THREE**

The Contractor shall schedule his/her operations in order to complete all Phase III work on or before May 31, 2007.

**FAILURE TO COMPLETE LANDSCAPE CONSTRUCTION AND LANDSCAPE ESTABLISHMENT WORK**

Should the Contractor fail to complete the Phase I work on or before the completion date stipulated in the contract, or within such extended time as many have been allowed, the Contractor shall be liable to the Department in the amount of \$550, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase I time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase II work on or before the completion date stipulated in the contract, or within such extended time as many have been allowed, the Contractor shall be liable to the Department in the amount of \$300, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase II time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase III work on or before the completion date stipulated in the contract, or within such extended time as many have been allowed, the Contractor shall be liable to the Department in the amount of \$300, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase I time or such extended time as may have been allowed.

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

## PLANTING WOODY PLANTS (CORRIDOR)

This work shall consist of planting woody plants in the Corridor as specified in Section 253 of the Standard Specifications with the following revisions:

Delete the third sentence of Article 253.07 and substitute the following:

The Contractor shall place the marking flags and outline each area for mass or solid planting. The Engineer will contact the Roadside Development Unit at (847) 705-4171, at least 72 hours prior to any digging to verify the layout.

Delete the fourth paragraphs of Article 253.10 and substitute the following:

Trees, shrubs, and vines shall be thoroughly watered with a method approved by the Engineer. Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling. When backfill is approximately 2/3 complete, saturate backfill with water and repeat until no more water can be absorbed. Place and compact remainder of backfill and thoroughly water again. **Approved watering equipment shall be at the site of the work and in operational condition PRIOR TO STARTING the planting operation and DURING all planting operations OR PLANTING WILL NOT BE ALLOWED.**

Add the following to Article 253.10(e):

Spade a planting bed edge at approximately a 45 degree angle and to a depth of approximately 3-inches (75 mm) around the perimeter of the tree bed. Remove any debris created in the spade edging process and disposed of as specified in Article 202.03.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. See specification for Weed Control, Pre-Emergent Granular Herbicide. Mulch shall not be in contact with the base of the trunk.

Delete Article 253.12 and substitute the following:

Any paper or cardboard trunk wrap must be removed before placing the tree in the tree hole in order to inspect the condition of the trunks. "A layer of commercial screen wire mesh shall be wrapped around the trunk of all deciduous trees. All other plants planted individually shall be similarly wrapped when directed by the Engineer. The screen wire shall be secured to itself with staples or single wire strands tied to the mesh. Trees shall be wrapped at time of planting, before the installation of mulch. The lower edge of the screen wire shall be in continuous contact with the ground and shall extend up to the lowest major branch.

Add the following to Article 253.13 Bracing:

Trees required to be braced shall be braced within 24 hours of planting.

Delete sub-paragraph (a) of Article 253.15 Plant Care and substitute the following:

Water trees, shrubs, and vines within the first 24 hours of initial planting, and not less than **twice** per month during the period of establishment. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon the weather conditions.

The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water to flow beyond the periphery of the bed. The plants to be watered and the method of application will be approved by the Engineer. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

Delete Article 253.17 and substitute the following:

Basis of Payment. This work will be paid for 75% of the contract unit price each for several kinds and sizes of trees, shrubs and vines found to be in a live and healthy condition by May 31<sup>st</sup>, as specified in Article 253.14. The remaining 25% of the contract unit price each will be paid for after the successful completion of all required replacement plantings and clean up work and receipt of the "Final Acceptance of Landscape Work" memorandum from the Bureau of Maintenance. The unit price shall include the cost of all material, equipment, labor, plant care, disposal and incidental required to complete the work as specified herein and to the satisfaction of the Engineer. The placement of Pre-emergent Herbicide shall be paid for at the contract unit price for WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE.

## **PLANTING WOODY PLANTS (TREE MITIGATION)**

This work shall consist of planting woody plants in the Tree Mitigation Sites as specified in Section 253 of the Standard Specifications with the following revisions:

Add the following paragraph to Article 253.10:

When nitrogen fertilizer is specified, it shall be applied at the rate of 45 g (0.1 lb) of nutrients per 1.9 sq m (20 sq ft) within 48 hours after planting, prior to placing mulch.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. See specification for Weed Control, Pre-Emergent Granular Herbicide. Mulch shall not be in contact with the base of the trunk.

Delete the second and third sentence of paragraph 1 of Article 253.14 and substitute the following:

Plant material in the Tree Mitigation sites must undergo a 30 day period of establishment. To qualify for inspection, the Contractor must receive written certification from the Engineer stating that all specified plant material for the Tree Mitigation sites was in place and in a live healthy condition on or before **April 15** of the year of inspection.

Delete the second paragraph of Article 253.14.

Delete the second and third sentence of paragraph three of Article 253.14 and substitute the following:

Plants that do not meet the requirements for acceptance shall be replaced by the Contractor at his/her own expense following the date of inspection and prior to **June 1**.

Delete the last sentence of paragraph 3 of Article 253.14.

Delete sub-paragraph (a) of Article 253.15 Plant Care and substitute the following:

Water trees, shrubs, and vines within the first 24 hours of initial planting, and not less than **twice** during the period of establishment. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon the weather conditions.

The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water to flow beyond the periphery of the bed. The plants to be watered and the method of application will be approved by the Engineer. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

Delete the second sentence of sub-paragraph (b) of Article 253.15 Plant Care and substitute the following:

This weeding shall be performed not less than twice during the period of establishment.

Add the following to Article 253.16 Method of Measurement:

Trees and shrubs will be measured in place as individual plants of the type specified. Measurement for payment of this work will not be performed until at the end of the 30 day establishment period. Only plants that are in place and acceptable at the time of measurement will be measured for payment except that if fewer than 25 percent of the plants are acceptable, a quantity equal to 25 percent of the number of plants originally planted will be considered measured for payment. Fertilizer will be measured by weight in kilograms (pounds) of actual nutrients. The percent of nutrients equals the guaranteed analysis on the bag.

Add the following to Article 253.17 Basis of Payment:

The unit price shall include the cost of all material, equipment, labor, plant care, disposal and incidental required to complete the work as specified herein and to the satisfaction of the Engineer. The placement of Pre-emergent Herbicide shall be paid for at the contract unit price for WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE. The placement of Nitrogen Fertilizer shall be paid for at the unit price for NITROGEN FERTILIZER NUTRIENT.

## **MOWING**

Description: This work shall consist of mowing turf grass areas to a height not more than 3 inches (75 mm).

Schedule: See the CALENDAR OF CONSTRUCTION AND ESTABLISHMENT WORK for schedule of mowing dates.

Equipment: The Contractor shall keep all mowing equipment sharp and properly equipped for operation along an urban arterial route. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc.

Method: All mowing and trimming operations are to proceed in the direction of traffic flow. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation or is visible from the roadway shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the Engineer. Damage to the turf, such as ruts or wheel tracks more than 2 inches (50 MM) in depth, or other plantings or highway appurtenances caused by the mowing or trimming operation shall be repaired at the Contractor's expense.

Method of Measurement: Mowing and trimming will be measured in acres (hectares) of surface area mowed at the completion of each mowing cycle.

Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed. Shrub beds or perennial beds within the mowed area that are less than 1000 square feet (90 square meters) will not be subtracted from the area mowed.

Basis of Payment: This work will be paid for at the contract unit price per acre (hectare) for MOWING. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

## RESTORATION OF DISTURBED AREAS

Description: This work shall consist of restoring grass areas within the work area. Any grass areas disturbed during construction activities shall be replaced with topsoil and seeding, Class 2A in accordance with Sections 211 and 250 of the Standard Specifications. This work shall also include areas where sidewalk and/or bituminous surface is to be removed with no proposed replacement and ditch areas that are to be re-graded. Restoration of disturbed areas will not be paid for separately but shall be considered as included in the contract bid prices of the various types of pay items and no extra compensation will be allowed.

## SUPPLEMENTAL WATERING

Scope: This work will include watering turf, trees, shrubs, vines and perennial plants at the rates specified and as directed by the Engineer.

Schedule: See the plans for supplemental watering dates. Watering will only begin after the successful completion of all period of establishment requirements.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. A minimum of 10 units of water per day must be applied until the work is complete. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

Turf and Perennial Plants: 3 gallons per square yard  
Trees: 10 gallons per tree  
Shrubs: 3 gallons per shrub  
Vines: 2 gallons per vine

Method of Application: A spray nozzle that does not damage small plants must be used when watering perennial plants or turf. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and vines if mulch and soil are not displaced by watering. Water shall trickle slowly into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons (3,785 liters) of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

## **GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING**

### Experience:

The Contractor shall have previous experience with the use of weed control chemicals. He/she shall have had at least one (1) season's experience in the use of their chemicals in spraying highway right-of-way or at least three (3) season's experience in their use in farm or custom spraying. The Contractor shall observe and comply with all sections of the Illinois Custom Spray Law, including licensing.

### Equipment:

The equipment used shall consist of a vehicle-mounted tank, pump, spray bar and handgun, plus any other accessories needed to complete the specified work. Spraying shall be done through multiple low-pressure flooding or broad jet nozzles mounted on spray bars operated not more than 36" above the ground. If different sizes or types of nozzles are used to make up the spray pattern, the pressure, sizes and capacities shall be adjusted to provide a uniform rate of application for each segment of the spray pattern. Hand spray guns may be used for spraying areas around traffic control devices, lighting standard and similar inaccessible areas. Maximum speed of the spray vehicle during application of chemical shall be five (5) miles per hour.

Pumps used shall have a volume and pressure capacity range sufficient to deliver the mixture at a pressure to provide the required coverage and to keep the spray pattern full and steady without pulsation or excessive pressure as to cause fogging. Maximum pressure for application shall be 15 PSI. Quick acting shut-off valves and spring-loaded ball check valves shall be provided to stop the spray pattern with a minimum of nozzle drip. In areas where the spray vehicle must traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Prior to beginning work, the Contractor shall obtain approval from the Engineer of the spraying equipment proposed for completing this work. The proposed equipment shall be in an operational condition and available for inspection by the Engineer at least two (2) weeks prior to the proposed starting time. If requested by the Engineer, the Contractor shall demonstrate the calibration of the equipment.

The equipment must provide consistently uniform coverage and keep the spray mixture sufficiently agitated or the work will be suspended until the equipment is repaired or replaced.

### Spraying Areas:

This work includes roadsides and other types of right-of-way of various widths and gradients. Spray areas often extend more than thirty (30) feet from the edge of the roadway, requiring both spray bar and hand gun applications.

When the description of work requires weed control of a stated species, such as teasel, the chemical shall be applied only to locations where the stated species is present. When the description of work requires general weed control within a bed or area, such as broadleaf weed control in turf, then the chemical shall be applied to the entire bed or area.

Exclusion of Spraying Areas:

Areas where weed control spraying is inappropriate or detrimental to the environment, desirable planting, or private property shall be excluded from the spray area.

Spraying will not be permitted over any drainage swales or waterways, or other areas where the chemical label prohibits application. Spraying within 150 feet of a natural area or site where endangered or threatened species occur.

Responsibility for Prevention of Damage to Private Property:

The Contractor shall, at all times, exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, vegetable crops, farm crops, orchard or desirable plants adjacent to the roadside.

The Contractor or Department receives a complaint, the Contractor shall contact a complaint within ten (10) days after receiving a claim for damages, either in person or by letter. The Contractor, or his authorized representative, shall make a personal contact with the complainant within twenty (20) days. The Engineer shall also be notified by the Contractor of all claims for damage he received and shall keep the Engineer informed as to the progress in arriving at a settlement for such claims.

Communication with the Engineer:

The Contractor is required to communicate with the Engineer to receive all required approvals in a timely way and to assure that the Engineer can accurately document the work performed.

It shall be the Contractor's responsibility to assure that all chemical containers are opened and added to the spray mixture in the presence of the Engineer.

The Contractor shall obtain approval from the Engineer to proceed with spraying at each location 24 hours prior to the proposed spray operations.

**WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL**

Description: This work shall consist of the application of a non-selective and non-residual herbicide (Roundup or equal) to kill all existing vegetation at designated areas along highway roadsides.

Materials: The non-selective and non-residual herbicide (Roundup or equal) shall have the following formulation:

|  |               |
|--|---------------|
| A. Active Ingredient   |               |
| *Glyphosate, N- (phosphonomethyl) glycine,<br>in the form of its isopropylamine salt | 41.00%        |
| B. Inert Ingredients (including surfactant)  | <u>59.00%</u> |
|  | TOTAL 100.00% |

\*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient Glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

The Contractor shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by volume of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
3. A statement that the Roundup or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of Roundup or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacture. Required additives will not be paid for separately.

**All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer.**

Schedule: Spraying will not be allowed when temperatures exceed 90° F or under 60° F, when wind velocities exceed fifteen (15) miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

Application Rate: The Roundup or equal non-selective and non-residual herbicide shall be applied at the rate of one (1) gallon per acre.

One (1) gallon of Roundup or equal formulation shall be diluted with a minimum of fifty-five (55) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Method of Measurement: Weed Control, Non-selective and Non-residual will be measured for payment in gallons of undiluted Roundup or equal applied as specified. The gallons for payment will be determined based on the gallons specified on the label attached to the original container supplied by the manufacturer.

Basis of Payment: Weed Control, Non-Selective and Non-residual will be paid for at the contract unit price per gallon for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for Weed Control, Non-selective and Non-residual, and no additional compensation will be allowed.

### **WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE**

Description: This work shall consist of spreading a pre-emergent granular herbicide in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

Materials: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

Method of Measurement: Pre-emergent granular herbicide will be measured in place in Pounds (Kilograms) of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE which price shall include all materials, equipment, and labor necessary to complete the work as specified.

**TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: October 1, 1995

Traffic Control shall be in accordance with 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

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  
701101  
701006  
701106  
701311  
701426  
702001

DETAILS:

SPECIAL PROVISIONS: TRAFFIC CONTROL DEFECIENCY DEDUCTION  
WORK ZONE TRAFFIC CONTROL DEVICES  
PERSONAL PROTECTIVE EQUIPMENT

**TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

### **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

#### **"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT**

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

#### **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: September 1, 2003

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

### **WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

“Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes.”

Add the following to Article 702.03 of the Standard Specifications:

“(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic.”

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

“When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. “ROAD CONSTRUCTION AHEAD” signs will also be required on side roads located within the limits of the mainline “ROAD CONSTRUCTION AHEAD” signs.”

Delete all references to “Type 1A barricades” and “wing barricades” throughout Section 702 of the Standard Specifications.

## **PARTIAL PAYMENTS (BDE)**

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

“**109.07 Partial Payments.** Partial payments will be made as follows:

- (a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount 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.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

#### **PERSONAL PROTECTIVE EQUIPMENT (BDE)**

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/.green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

**SEEDING AND SODDING (BDE)**

Effective: July 1, 2004

Revised: August 1, 2005

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

| "Table 1 - SEEDING MIXTURES          |                        |                      |
|--------------------------------------|------------------------|----------------------|
| Class – Type                         | Seeds                  | kg/hectare (lb/acre) |
| 1A Salt Tolerant Lawn Mixture 7/     | Bluegrass              | 70 (60)              |
|                                      | Perennial Ryegrass     | 20 (20)              |
|                                      | Audubon Red Fescue     | 20 (20)              |
|                                      | Rescue 911 Hard Fescue | 20 (20)              |
|                                      | Fults Salt Grass*      | 70 (60)              |
| 2A Salt Tolerant Roadside Mixture 7/ | Alta Fescue or Ky 31   | 70 (60)              |
|                                      | Perennial Ryegrass     | 20 (20)              |
|                                      | Audubon Red Fescue     | 20 (30)              |
|                                      | Rescue 911 Hard Fescue | 20 (30)              |
|                                      | Fults Salt Grass 1/    | 70 (60)"             |

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

"Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

**"252.08 Sod Watering.** Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

**“252.09 Supplemental Watering.** During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice.”

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

**“252.12 Method of Measurement.** Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense.”

“Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering.”

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

**“252.13 Basis of Payment.** Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid.”

Revise Article 1081.03(b) of the Standard Specifications to read:

“(b) Salt Tolerant Sod.

| Variety                    | Percent by Weight |
|----------------------------|-------------------|
| Buffalo Grass              | 30%               |
| Buchloe Dactyloides        |                   |
| Amigo Fineleaf Tall Fescue | 20%               |
| Audubon Red Fescue         | 15%               |
| Rescue 911 Hard Fescue     | 15%               |
| Rugby Kentucky Bluegrass   | 5%                |
| Fults Pucinnellia Distans  | 15%”              |

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

| TABLE II                    |                                 |                              |                                       |                            |  |         |
|-----------------------------|---------------------------------|------------------------------|---------------------------------------|----------------------------|--|---------|
| Variety of Seeds            | Hard Seed<br>Percent<br>Maximum | Purity<br>Percent<br>Minimum | Pure, Live<br>Seed Percent<br>Minimum | Weed<br>Percent<br>Maximum | Secondary<br>Noxious Weeds<br>No. per kg (oz)<br>Max. Permitted* | Remarks |
| Alfalfa                     | 20                              | 92                           | 89                                    | 0.50                       | 211 (6)  | 1/      |
| Brome Grass                 | -                               | 90                           | 75                                    | 0.50                       | 175 (5)  | -       |
| Clover, Alsike              | 15                              | 92                           | 87                                    | 0.30                       | 211 (6)  | 2/      |
| Clover, Crimson             | 15                              | 92                           | 83                                    | 0.50                       | 211 (6)  | -       |
| Clover, Ladino              | 15                              | 92                           | 87                                    | 0.30                       | 211 (6)  | -       |
| Clover, Red                 | 20                              | 92                           | 87                                    | 0.30                       | 211 (6)  | -       |
| Clover, White Dutch         | 30                              | 92                           | 87                                    | 0.30                       | 211 (6)  | 3/      |
| Audubon Red Fescue          | 0                               | 97                           | 82                                    | 0.10                       | 105 (3)  | -       |
| Fescue, Alta or Ky. 31      | -                               | 97                           | 82                                    | 1.00                       | 105 (3)  | -       |
| Fescue, Creeping Red        | -                               | 97                           | 82                                    | 1.00                       | 105 (3)  | -       |
| Fults Salt Grass            | 0                               | 98                           | 85                                    | 0.10                       | 70 (2)   | -       |
| Kentucky Bluegrass          | -                               | 97                           | 80                                    | 0.30                       | 247 (7)  | 5/      |
| Lespedeza, Korean           | 20                              | 92                           | 84                                    | 0.50                       | 211 (6)  | 3/      |
| Oats                        | -                               | 92                           | 88                                    | 0.50                       | 70 (2)   | 4/      |
| Orchard Grass               | -                               | 90                           | 78                                    | 1.50                       | 175 (5)  | 4/      |
| Redtop                      | -                               | 90                           | 78                                    | 1.80                       | 175 (5)  | 4/      |
| Ryegrass, Perennial, Annual | -                               | 97                           | 85                                    | 0.30                       | 175 (5)  | 4/      |
| Rye, Grain, Winter          | -                               | 92                           | 83                                    | 0.50                       | 70 (2)   | 4/      |
| Rescue 911 Hard Fescue      | 0                               | 97                           | 82                                    | 0.10                       | 105 (3)  | -       |
| Timothy                     | -                               | 92                           | 84                                    | 0.50                       | 175 (5)  | 4/      |
| Vetch, Crown                | 30                              | 92                           | 67                                    | 1.00                       | 211 (6)  | 3/ & 6/ |
| Vetch, Spring               | 30                              | 92                           | 88                                    | 1.00                       | 70 (2)   | 4/      |
| Vetch, Winter               | 15                              | 92                           | 83                                    | 1.00                       | 105 (3)  | 4/      |
| Wheat, hard Red Winter      | -                               | 92                           | 89                                    | 0.50                       | 70 (2)   | 4/      |

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

## **FLAGGER VESTS (BDE)**

Effective: April 1, 2003

Revised: January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

“The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e).”

Revise Article 701.04(c)(6) of the Standard Specifications to read:

“(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger’s chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments.”

## ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR COOK COUNTY EFFECTIVE FEBRUARY 2006

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.

# Cook County Prevailing Wage for February 2006

| Trade Name           | RG | TYP | C | Base   | FRMAN  | *M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|----------------------|----|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| =====                | == | ==  | = | =====  | =====  | =====  | ==  | ==  | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN     |    | ALL |   | 30.150 | 30.900 | 1.5    | 1.5 | 2.0 | 6.860 | 3.940 | 0.000 | 0.170 |
| ASBESTOS ABT-MEC     |    | BLD |   | 23.300 | 24.800 | 1.5    | 1.5 | 2.0 | 7.860 | 4.910 | 0.000 | 0.000 |
| BOILERMAKER          |    | BLD |   | 36.820 | 40.140 | 2.0    | 2.0 | 2.0 | 6.920 | 6.260 | 0.000 | 0.210 |
| BRICK MASON          |    | BLD |   | 33.250 | 36.580 | 1.5    | 1.5 | 2.0 | 6.450 | 7.020 | 0.000 | 0.440 |
| CARPENTER            |    | ALL |   | 35.320 | 37.320 | 1.5    | 1.5 | 2.0 | 6.760 | 5.310 | 0.000 | 0.490 |
| CEMENT MASON         |    | ALL |   | 36.600 | 37.850 | 2.0    | 1.5 | 2.0 | 6.110 | 4.920 | 0.000 | 0.150 |
| CERAMIC TILE FNSHER  |    | BLD |   | 27.200 | 0.000  | 2.0    | 1.5 | 2.0 | 5.400 | 5.200 | 0.000 | 0.100 |
| COMM. ELECT.         |    | BLD |   | 31.440 | 33.940 | 1.5    | 1.5 | 2.0 | 6.300 | 5.290 | 0.000 | 0.700 |
| ELECTRIC PWR EQMT OP |    | ALL |   | 34.950 | 40.720 | 1.5    | 1.5 | 2.0 | 7.420 | 8.730 | 0.000 | 0.260 |
| ELECTRIC PWR GRNDMAN |    | ALL |   | 27.260 | 40.720 | 1.5    | 1.5 | 2.0 | 5.790 | 6.820 | 0.000 | 0.210 |
| ELECTRIC PWR LINEMAN |    | ALL |   | 34.950 | 40.720 | 1.5    | 1.5 | 2.0 | 7.420 | 8.730 | 0.000 | 0.260 |
| ELECTRICIAN          |    | ALL |   | 35.150 | 37.750 | 1.5    | 1.5 | 2.0 | 8.680 | 6.850 | 0.000 | 0.750 |
| ELEVATOR CONSTRUCTOR |    | BLD |   | 38.995 | 43.870 | 2.0    | 2.0 | 2.0 | 7.275 | 3.420 | 2.340 | 0.370 |
| FENCE ERECTOR        |    | ALL |   | 24.840 | 26.090 | 1.5    | 1.5 | 2.0 | 6.650 | 6.740 | 0.000 | 0.000 |
| GLAZIER              |    | BLD |   | 31.400 | 32.400 | 1.5    | 2.0 | 2.0 | 6.490 | 9.050 | 0.000 | 0.500 |
| HT/FROST INSULATOR   |    | BLD |   | 32.800 | 34.550 | 1.5    | 1.5 | 2.0 | 7.860 | 8.610 | 0.000 | 0.310 |
| IRON WORKER          |    | ALL |   | 36.250 | 37.750 | 2.0    | 2.0 | 2.0 | 8.970 | 10.77 | 0.000 | 0.300 |
| LABORER              |    | ALL |   | 30.150 | 30.900 | 1.5    | 1.5 | 2.0 | 6.860 | 3.940 | 0.000 | 0.170 |
| LATHER               |    | BLD |   | 35.320 | 37.320 | 1.5    | 1.5 | 2.0 | 6.760 | 5.310 | 0.000 | 0.490 |
| MACHINIST            |    | BLD |   | 35.630 | 37.630 | 2.0    | 2.0 | 2.0 | 3.880 | 4.750 | 2.460 | 0.000 |
| MARBLE FINISHERS     |    | ALL |   | 25.750 | 0.000  | 1.5    | 1.5 | 2.0 | 6.070 | 7.020 | 0.000 | 0.580 |
| MARBLE MASON         |    | BLD |   | 33.250 | 36.580 | 1.5    | 1.5 | 2.0 | 6.450 | 7.020 | 0.000 | 0.580 |
| MILLWRIGHT           |    | ALL |   | 35.320 | 37.320 | 1.5    | 1.5 | 2.0 | 6.760 | 5.310 | 0.000 | 0.490 |
| OPERATING ENGINEER   |    | BLD | 1 | 39.550 | 43.550 | 2.0    | 2.0 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | BLD | 2 | 38.250 | 43.550 | 2.0    | 2.0 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | BLD | 3 | 35.700 | 43.550 | 2.0    | 2.0 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | BLD | 4 | 33.950 | 43.550 | 2.0    | 2.0 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | FLT | 1 | 42.700 | 42.700 | 1.5    | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER   |    | FLT | 2 | 41.200 | 42.700 | 1.5    | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER   |    | FLT | 3 | 36.650 | 42.700 | 1.5    | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER   |    | FLT | 4 | 30.500 | 42.700 | 1.5    | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER   |    | HWY | 1 | 37.750 | 41.750 | 1.5    | 1.5 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | HWY | 2 | 37.200 | 41.750 | 1.5    | 1.5 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | HWY | 3 | 35.150 | 41.750 | 1.5    | 1.5 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | HWY | 4 | 33.750 | 41.750 | 1.5    | 1.5 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| OPERATING ENGINEER   |    | HWY | 5 | 32.550 | 41.750 | 1.5    | 1.5 | 2.0 | 6.450 | 5.150 | 1.800 | 0.650 |
| ORNAMNTL IRON WORKER |    | ALL |   | 33.600 | 35.350 | 2.0    | 2.0 | 2.0 | 7.250 | 10.09 | 0.000 | 0.750 |
| PAINTER              |    | ALL |   | 33.550 | 37.560 | 1.5    | 1.5 | 1.5 | 5.800 | 5.400 | 0.000 | 0.340 |
| PAINTER SIGNS        |    | BLD |   | 25.530 | 28.660 | 1.5    | 1.5 | 1.5 | 2.600 | 2.040 | 0.000 | 0.000 |
| PILEDRIVER           |    | ALL |   | 35.320 | 37.320 | 1.5    | 1.5 | 2.0 | 6.760 | 5.310 | 0.000 | 0.490 |
| PIPEFITTER           |    | BLD |   | 36.100 | 38.100 | 1.5    | 1.5 | 2.0 | 7.910 | 6.100 | 0.000 | 0.800 |
| PLASTERER            |    | BLD |   | 32.100 | 33.600 | 1.5    | 1.5 | 2.0 | 6.240 | 6.600 | 0.000 | 0.400 |
| PLUMBER              |    | BLD |   | 38.400 | 40.400 | 1.5    | 1.5 | 2.0 | 7.170 | 3.940 | 0.000 | 0.790 |
| ROOFER               |    | BLD |   | 32.800 | 34.800 | 1.5    | 1.5 | 2.0 | 5.930 | 3.140 | 0.000 | 0.330 |
| SHEETMETAL WORKER    |    | BLD |   | 33.400 | 36.070 | 1.5    | 1.5 | 2.0 | 6.460 | 7.850 | 0.000 | 0.590 |
| SIGN HANGER          |    | BLD |   | 24.640 | 25.490 | 1.5    | 1.5 | 2.0 | 3.980 | 2.050 | 0.000 | 0.000 |
| SPRINKLER FITTER     |    | BLD |   | 34.500 | 36.500 | 1.5    | 1.5 | 2.0 | 7.000 | 5.550 | 0.000 | 0.500 |
| STEEL ERECTOR        |    | ALL |   | 36.250 | 37.750 | 2.0    | 2.0 | 2.0 | 8.970 | 10.77 | 0.000 | 0.300 |
| STONE MASON          |    | BLD |   | 33.250 | 36.580 | 1.5    | 1.5 | 2.0 | 6.450 | 7.020 | 0.000 | 0.440 |
| TERRAZZO FINISHER    |    | BLD |   | 27.950 | 0.000  | 1.5    | 1.5 | 2.0 | 6.150 | 5.560 | 0.000 | 0.220 |
| TERRAZZO MASON       |    | BLD |   | 32.050 | 35.050 | 1.5    | 1.5 | 2.0 | 6.150 | 7.140 | 0.000 | 0.120 |
| TILE MASON           |    | BLD |   | 33.000 | 37.000 | 2.0    | 1.5 | 2.0 | 5.400 | 6.400 | 0.000 | 0.180 |
| TRAFFIC SAFETY WRKR  |    | HWY |   | 22.800 | 24.400 | 1.5    | 1.5 | 2.0 | 3.078 | 1.875 | 0.000 | 0.000 |
| TRUCK DRIVER         | E  | ALL | 1 | 28.700 | 29.350 | 1.5    | 1.5 | 2.0 | 5.000 | 3.700 | 0.000 | 0.000 |
| TRUCK DRIVER         | E  | ALL | 2 | 28.950 | 29.350 | 1.5    | 1.5 | 2.0 | 5.000 | 3.700 | 0.000 | 0.000 |
| TRUCK DRIVER         | E  | ALL | 3 | 29.150 | 29.350 | 1.5    | 1.5 | 2.0 | 5.000 | 3.700 | 0.000 | 0.000 |
| TRUCK DRIVER         | E  | ALL | 4 | 29.350 | 29.350 | 1.5    | 1.5 | 2.0 | 5.000 | 3.700 | 0.000 | 0.000 |
| TRUCK DRIVER         | W  | ALL | 1 | 28.700 | 29.250 | 1.5    | 1.5 | 2.0 | 5.900 | 3.300 | 0.000 | 0.000 |

|              |   |     |   |        |        |     |     |     |       |       |       |       |
|--------------|---|-----|---|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | W | ALL | 2 | 28.850 | 29.250 | 1.5 | 1.5 | 2.0 | 5.900 | 3.300 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL | 3 | 29.050 | 29.250 | 1.5 | 1.5 | 2.0 | 5.900 | 3.300 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL | 4 | 29.250 | 29.250 | 1.5 | 1.5 | 2.0 | 5.900 | 3.300 | 0.000 | 0.000 |
| TUCKPINTER   |   | BLD |   | 34.500 | 35.500 | 1.5 | 1.5 | 2.0 | 4.710 | 6.340 | 0.000 | 0.400 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

## TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

## TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two

Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with

shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engine; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

## LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.