

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or 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?

Questions Regarding	Call
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.

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 15, 2007

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. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
District 2 Construction Funds
Route PARK ROADS

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)

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
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Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

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

**Contract No. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
Route PARK ROADS
District 2 Construction Funds**

This project consists of landscaping and adding new pathways and sidewalks at the Grant Home in Galena.

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 - 44946

State Job # - C-30-002-07
 PPS NBR - 0-00197-2001
 County Name - JODAVIESS-
 Code - 85 - -
 District - 2 - -
 Section Number - GALENA STATE HISTORIC SITES

Project Number

Route
 INT PK RD

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2001220	T-ACER RUB RS 2-1/2	EACH	3.000				
A2007120	T-QUERCUS RUBRA 2-1/2	EACH	3.000				
B2000768	T-AMEL X GF AB SF 7'	EACH	2.000				
C2003260	S-HAMAMELIS VER 5'	EACH	5.000				
C2007218	S-ROSA KNOCKOUT 18	EACH	10.000				
C2010924	S-SYRINGA MEY PAL 2'	EACH	3.000				
C2011024	S-SYRINGA PAT MK 2'	EACH	1.000				
C2011948	S-VIBURN DEN R S 4'	EACH	5.000				
C2015091	S-CLETHRA ALNI RS 2'	EACH	8.000				
C2015761	S-SPIREA JAP NEON 2P	EACH	3.000				
D2013518	E-TAXUS X MED EF 18	EACH	5.000				
D2013760	E-THUJA OCCID HOLM 5'	EACH	14.000				
E20090P2	V-EUONY FORT COL 2P	EACH	320.000				
K0030399	PPL PANICUM VIRG SH 1	EACH	38.000				
K0030404	PER RUD FULG GLDST 1G	EACH	33.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
K0030412	PEREN PL SDO DAYL 1G	UNIT	34.000				
K0030428	PPL SPOROBOLUS HET 1G	EACH	24.000				
K0030432	PEREN ASTER NOVI 1G	EACH	10.000				
K0030435	PEREN ECH PUP PMB 1G	EACH	81.000				
K0030438	PER PL PEONIA DUCH 1G	EACH	17.000				
K1005481	SHRED BARK MULCH 3	SQ YD	455.000				
XX000061	STUMP REMOVAL	EACH	17.000				
XX000300	CONCRETE STEPS	SQ FT	260.000				
XX001758	WOOD FENCE REMOVAL	FOOT	120.000				
XX002909	CLASS SI CONC	CU YD	6.000				
XX004467	BR PAV SDWK RIGID BS	SQ FT	125.000				
XX004702	PC CONC SDWLK 5 COLOR	SQ FT	1,685.000				
XX127500	STEP REMOVAL	EACH	31.000				
X0325779	WOOD STEPS	EACH	2.000				
X0325780	WOOD SIDEWALK	SQ FT	289.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0325781	BRICK SIDEWALK STEPS	EACH	25.000				
X0325782	PIPE CULVERT SPL 6"	FOOT	14.000				
X0325783	COLORED CONC STEPS	EACH	4.000				
X0325784	BRICK PAV S-WLK FLX B	SQ FT	2,295.000				
X0325785	STONE SURFACE SPECIAL	SQ YD	540.000				
X0325786	STONE SEATING	SQ FT	42.000				
X0325787	COMPOST	CU YD	15.000				
X0325788	PRE-EMERG HERBICIDE	SQ YD	455.000				
X0325789	INTERPRET SIGN COMPL	EACH	3.000				
X0325790	WATER HYDRANT	EACH	2.000				
X0325791	RPZ BFLOW PREVENT 1"	EACH	1.000				
X0325792	WATER METER INSTALLED	EACH	1.000				
X0325793	WOOD FENCE TYPE 1	FOOT	100.000				
X0325794	WOOD FENCE TYPE 2	FOOT	60.000				
X5090101	PIPE HANDRAIL SPL TY1	FOOT	40.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X5090102	PIPE HANDRAIL SPL TY2	FOOT	521.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
20100110	TREE REMOV 6-15	UNIT	55.000				
20100210	TREE REMOV OVER 15	UNIT	55.000				
20100500	TREE REMOV ACRES	ACRE	0.100				
20101000	TEMPORARY FENCE	FOOT	40.000				
20200100	EARTH EXCAVATION	CU YD	497.000				
20800150	TRENCH BACKFILL	CU YD	26.000				
21101615	TOPSOIL F & P 4	SQ YD	1,200.000				
21101625	TOPSOIL F & P 6	SQ YD	1,012.000				
25000100	SEEDING CL 1	ACRE	0.500				
25000400	NITROGEN FERT NUTR	POUND	81.000				
25000500	PHOSPHORUS FERT NUTR	POUND	81.000				
25000600	POTASSIUM FERT NUTR	POUND	81.000				
25000900	SEEDING CL 1 SPL	ACRE	0.300				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25100105	MULCH METHOD 1	ACRE	0.700				
25100630	EROSION CONTR BLANKET	SQ YD	510.000				
28000250	TEMP EROS CONTR SEED	POUND	81.000				
28000400	PERIMETER EROS BAR	FOOT	1,200.000				
28000500	INLET & PIPE PROTECT	EACH	7.000				
35101400	AGG BASE CSE B	TON	230.000				
42400100	PC CONC SIDEWALK 4	SQ FT	1,070.000				
42400800	DETECTABLE WARNINGS	SQ FT	25.000				
44000500	COMB CURB GUTTER REM	FOOT	30.000				
44000600	SIDEWALK REM	SQ FT	315.000				
44004700	SIDEWALK REM SPL	SQ FT	3,685.000				
44201337	CL C PATCH T1 9	SQ YD	4.000				
44201753	CL D PATCH T2 9	SQ YD	10.000				
50100100	REM EXIST STRUCT	EACH	1.000				
50900605	HANDRAIL REMOVAL	FOOT	550.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
50901760	PIPE HANDRAIL	FOOT	293.000				
550B0020	STORM SEW CL B 1 6	FOOT	143.000				
56104400	WATER VALVES 1	EACH	2.000				
56200300	WATER SERV LINE 1	FOOT	245.000				
56201400	CORP STOPS 1	EACH	1.000				
60100060	CONC HDWL FOR P DRAIN	EACH	7.000				
60242400	INLETS SPL	EACH	6.000				
60300405	VALVE BOX FRAMES ADJ	EACH	5.000				
60605000	COMB CC&G TB6.24	FOOT	30.000				
67100100	MOBILIZATION	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				

CONTRACT NUMBER

44946

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.**

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.

L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

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:

**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 ___

(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 ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

(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 _____

RETURN WITH BID/OFFER

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. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
Route PARK ROADS
District 2 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A

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

TABLE B

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

TABLE C

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

FOR DEPARTMENT USE ONLY

*Other minorities are defined as Asians (A) or Native Americans (N).
 Please specify race of each employee shown in Other Minorities column.
Note: See instructions on the next page

RETURN WITH BID

**Contract No. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
Route PARK ROADS
District 2 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. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
Route PARK ROADS
District 2 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

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. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
Route PARK ROADS
District 2 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., June 15, 2007. 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. 44946
JODAVIESS County
Section GALENA STATE HISTORIC SITES
Route PARK ROADS
District 2 Construction Funds**

This project consists of landscaping and adding new pathways and sidewalks at the Grant Home in Galena.

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

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007", 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 the Galena State Historic Sites Sidewalks and Pathway Improvements in Jo Daviess County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT

The project consists of constructing sidewalks and pathways, planting trees and shrubs, seeding the site and reestablishing landscaping at the site and other miscellaneous items. The improvements are within the City of Galena and include the Grant Home Site, the IHPA Office and the Washburne Home Site.

INTENT OF PROJECT

The intent of this project is to provide improved sidewalks and pathways, improved drainage and reestablish landscaping at the site.

This work must be accomplished in a manner causing the least amount of disturbance to the existing site and least amount of damage possible to the environment while providing the maximum possible protection to the public, and minimizing disruption and inconvenience.

To that end, the contractor will be required to comply with the TRAFFIC CONTROL PLAN and with various provisions for protection of the environment contained elsewhere herein and on the plans.

TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 107.09, 107.14 and 107.15 of the Standard Specifications, the following Highway Standards relating to Traffic Control, the Supplemental Specifications and the Checked Recurring Special Provisions.

It is the intention of the Department that the Grant Home State Historic Site be kept open to traffic at all times during the construction of this section. Access to the site shall be maintained at all times. The Contractor on this project shall coordinate closely with any other contractors on other areas at the site.

The contractor shall have responsibility for all Traffic Control Devices throughout the entirety of the project. Any additional work or material shall be considered included in the contract unit price for either Traffic Control and Protection 701501 or Traffic Control and Protection 701801.

Any inconveniences or delays caused the Contractor in complying with this Special Provision will be considered as included in the contract unit price for either Traffic Control and Protection 701501 or Traffic Control and Protection 701801 and no additional compensation will be allowed.

The following traffic control standards shall be utilized, but not limited to, during the listed construction operations:

701501 701801 702001

TRAFFIC CONTROL AND PROTECTION STANDARD 701501

Traffic Control and Protection Standard 701501 shall be used for construction activities any time workers or their activities encroach onto or within two feet of the roadway while removing existing sidewalks, stairs or other items at the Grant Home, Washburne Home and/or IHPA Site Office, while performing work to install the new sidewalks or stairs or any time other work necessitates the same proximity to the roadway. The Contractor shall coordinate both with the IDOT Resident Engineer and the City of Galena in notifying all parties forty-eight hours prior to closing or partially closing any lane of traffic on US Rte. 20, Third Street, Fourth Street or Bouthillier Street. Traffic Control and Protection Standard 701501 will be measured for payment and paid at the contract lump sum price bid for Traffic Control and Protection Standard 701501 which price shall include all Traffic Control and Protection necessary to close or partially close one lane of traffic to perform work in, or adjacent to, the street for all street locations.

TRAFFIC CONTROL AND PROTECTION STANDARD 701801

Traffic Control and Protection Standard 701801 shall be used for construction activities any time equipment, workers or their activities are involved in removing or constructing sidewalk either on City of Galena Right-of-Way, or sidewalk at the Grant Home, Washburne Home or IHPA Site Office. It shall be the Contractor's responsibility to provide directional signs during sidewalk closures to direct the public in the appropriate path to access the sites. Any expense for directional signs shall be included in the lump sum price for Traffic Control and Protection Standard 701801. Traffic Control and Protection Standard 701801 will be measured for payment and paid for at the contract Lump Sum price for Traffic Control and Protection 701801, which price shall include all Traffic Control and Protection necessary for all sidewalk or pathway locations.

TRAFFIC CONTROL AND PROTECTION STANDARD 702001

Traffic Control and Protection Standard 702001 shall be used to provide the proper traffic control devices any time vehicles, equipment, workers or their activities impact existing parking lots, driveways or streets. The contractor shall place three Type 1 Barricades, per lane width, across the entrance to any areas of construction which need to be closed to prevent traffic from entering these areas during construction. The contractor may move the barricades or drums to accommodate his/her work activities.

This work shall not be measured for payment but shall be included in the unit price of the associated work items to be constructed. No additional compensation will be allowed the Contractor for compliance with the requirements of this Special Provision.

SEQUENCE OF OPERATIONS

The Grant Home, Washburne Home and the IHPA Office will continue to be used and open to the public during the construction of this project. To that end, it is imperative that the Contractor coordinate closely with the Site Manager. The Contractor shall give the Site Manager 48 hours notice prior to revising and staging work and shall proceed with construction activities in a manner that causes the least disruption as possible to access to the sites.

Work at the IHPA Office may be performed at any time which is conducive to the Contractor's schedule. However, once removal of the stairs and sidewalk to the IHPA Office begins, it shall be continued expeditiously until it is completed. The main sidewalk to the door fronting Fourth Street shall be removed and replaced within 5 working days. The time to construct sidewalk running longitudinally along Fourth Street may be extended, if necessary.

The front sidewalk accessing the Washburne Home off Third Street shall be removed on a Monday and replaced by Thursday evening of the same week. The Washburne Home is open to the public on Friday's. Therefore, an unencumbered sidewalk and steps to the front door of the Washburne Home shall be completed within four calendar days starting on a Monday. Sidewalk and fencing along Third Street or US Rte. 20 may take longer if necessary but should be completed as quickly as possible.

Work in the First Lady's Park and the pathway connecting the First Lady's Park to the back of the Grant Home may be scheduled at the Contractor's convenience. Removal and replacement of sidewalks, stairs and ramps to the Grant Home must be staged to maintain accessibility to the Grant Home. Stage I shall consist of removing and replacing sidewalk and stairs to the front door of the Grant Home. Additionally in Stage I, a temporary P.C. Concrete Sidewalk shall be constructed across the front lawn of the Home to connect Stage I and Stage II and Stage III sidewalks. Stage II work shall consist of opening the Stage I improvements and removing the sidewalk, ramps and stairs to the rear door of the Grant Home and the Restroom/Gift Shop building. During Stage II construction, the Contractor shall maintain a portion sidewalk across the Stage II work for ADA access from the parking lot east of the Gill House/Site Workshop. Stage III work shall consist of opening the Stage II work to the public and proceeding with the sidewalk removal and replacement for the sidewalk to the ADA parking lot east of the Gill house/Site Workshop. Stage III work may be combined with Stage II upon approval of the Site Manager based upon review of the construction schedule submitted by the Contractor.

During Stage II and Stage III work at the Grant Home, the Contractor shall provide temporary sanitary restroom facilities in the parking lot areas south of the Grant Home. One porta-potty shall be provided for men and a separate porta-potty provided for women. This work shall not be paid for separately but shall be included in the various pay items bid for the contract. These temporary facilities shall be serviced at least twice a week with one cleaning being performed on a Friday.

The Contractor shall closely coordinate all scheduling and work activities with the Site Manager and shall revise his/her schedule when possible to accommodate large tour groups to the Grant Home. Work shall not commence prior to a major holiday and the work site shall be picked up and cleaned as best as possible prior to any holiday before completion of this project.

COORDINATION WITH GALENA STATE HISTORIC SITES

The Contractor shall notify the Galena State Historic Sites Manager, Mr. Terry Miller, at phone number 815-777-3310 at least one week in advance of moving equipment, materials or work forces to the site. The Contractor must fully coordinate with the Site Manager to avoid any conflict whatsoever with other contractors on the site and any planned activities or tours.

EXAMINATION OF EXISTING CONDITIONS

It is the responsibility of each bidder to satisfy himself/herself as to conditions her/she will encounter in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

Prior to commencement of any construction activities, the Contractor shall document the existing condition of all sidewalks, parking lots, landscaping and other items within or adjacent to the limits of construction with color photographs and submit said pictures to the Engineer for review. Construction shall not commence until the content and clarity of said pictures is reviewed by the Engineer and found acceptable.

COOPERATION BETWEEN CONTRACTORS

This work shall be in accordance with Article 105.08 of the Standard Specifications for Road and Bridge Construction whether or not other Contractors are employed by the Department or by the Galena State Historic Site. The Contractor's attention is called to that portion of Article 105.08, which states "Each Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by the Contractor because of the presence and operation of other Contractors working within the limits of the same improvement."

For purposes of coordination between Contractors (only), the definition of "Department" as stated herein shall be expanded to include not only the Illinois Department at Transportation, but also any other State of Illinois agency involved at the site, specifically the Illinois Historic Preservation Agency and the Galena State Historic Sites.

The Contractor shall attend a pre-construction meeting with the Site Manager and any other Contractors of the project site. If the Illinois Department of Transportation does not set up a preconstruction meeting, the Contractor shall arrange a meeting with the Site Manager and any other Contractors prior to initiating any work.

STUMP REMOVAL

This work shall consist of removing stumps as noted on the plans. Stump removal shall be performed in accordance with Section 201 of the Standard Specifications, except as modified by this Special Provision. Stumps of diameter of less than six (6) inches shall not be measured for payment but shall be considered part of clearing. Stumps of diameter of six (6) inches or greater shall be counted on an each basis for payment for stumps noted for removal or requested to be removed by the Resident Engineer. Stumps to be removed in areas of Tree Removal Acres shall not be measured for payment but shall be included in the unit price bid per acre for Tree Removal Acre. This work shall be paid at the contract unit price bid per each for Stump Removal.

EARTH EXCAVATION

This work shall consist of removing earth, aggregate and bituminous treated surface on an aggregate base. All work shall be performed in accordance with the applicable articles of Section 202 of the Standard Specifications. Earth Excavation on this project applies to removing that soil or mulch, along the proposed pathways and removal of existing aggregate surfaces to accommodate topsoil placement.

The removal of bituminous surface treatment on an aggregate base shall be considered Earth Excavation. No separate pay item is included in this contract for removing bituminous surface treatment on a flexible base.

Add the following provision to Section 202: Topsoil material suitable for growing grass shall be excavated and stockpiled on the property or other approved locations. This material shall be placed back on the side slopes after construction of pathways, and no additional compensation will be allowed.

Any earth excavation, which is suitable for fill embankment material, shall be placed and compacted in fill areas as shown on the grading plans. All material excavated by the Contractor shall be stockpiled on site at no additional cost. No payment for overhaul will be allowed for earth moved from any source.

Any grading or excavation for improvements of pathways which is near any tree, shall be coordinated with the site manager, and grading or excavation shall be kept to a minimum to avoid root damage. The Contractor shall notify the Site Manager at least 48 hours prior to commencing

grading or excavation so that the Site Manager may adjust his schedule to observe any grading or excavation. This is necessary to document and preserve any historic artifacts, which may be encountered during the grading or excavating.

TOPSOIL FURNISH AND PLACE

Topsoil material suitable for growing grass shall be excavated from sources off of the site stockpiled on the property or other approved locations. Excavating and stockpiling of suitable material will be included in the contract unit price bid for Topsoil Furnish and Place. The work associated with placing Topsoil in the upper six inches of any area as indicated by the Engineer will be paid for in accordance with Section 211 of the Standard Specifications.

SEEDING CLASS 1 SPECIAL

This work shall consist of seeding areas as noted on the plans with a Class 1 Special Seed Mix. The location of the areas to receive this seeding are identified on the Lawn Planting Plan. The seed mix shall contain, by weight, the percentages as noted on the plans. All work shall be performed in accordance with Section 250 of the Standard Specifications. This work shall be paid for at the contract unit price bid per acre for Seeding Class 1 Special.

EROSION CONTROL BLANKET

This work shall consist of furnishing and installing knitted straw blanket in accordance with Article 251.04. This work shall be measured for payment in place and paid for at the contract unit price bid per square yard for Erosion Control Blanket.

SHREDDED BARK MULCH, 3"

This work shall consist of furnishing and installing mulch around trees, plants and perennials. All work shall be performed in accordance with applicable portions of Section 254 of the Standard Specifications. The mulch shall consist of a shredded hardwood, free of deleterious materials and suitable as a top dressing for trees and shrubs. The mulch shall be placed at a minimum thickness of three inches. The Contractor shall take care not to damage any trees, shrubs or plants being mulched and shall place mulch as shown on the details on the plans. Mulch shall not be placed directly in contact with the trunk of any tree, shrub or plant. This work shall be measured in horizontal area computed in square yards and paid for at the contract unit price bid per square yard for Shredded Bark Mulch, 3".

COMPOST

This work shall consist of furnishing and installing compost in tree pits and planting beds. Compost shall be well-composted, stable, and weed-free organic matter, with a pH range of 5.5 to 7. The moisture content is to be 35 to 55 percent by weight; 100 percent passing through

3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings. The compost shall contain organic matter of 50 to 60 percent of dry weight.

Spread compost in all planting beds to a one-inch depth and rototill thoroughly to a depth of 8". In tree pits thoroughly mix compost with excavations at a 1:3 ratio and place into tree pits in accordance with applicable portions of Section 253. This work shall be paid for at the contract unit price bid per cubic yard for Compost.

STONE SURFACE SPECIAL

This work shall consist of furnishing and placing a stone surface on a prepared aggregate base or on an existing rigid surface of either concrete or asphalt. The stone surface shall be decomposed or crushed granite 3/8"± stabilized with a binder additive in accordance with ASTM C 136. The Contractor shall submit a color chart with at least ten color options from which the Site Manager may select a color for the aggregate. After the color is selected, the Contractor shall provide a five pound sample for sieve analysis and color confirmation.

The Stone Surface Special shall not be installed during rainy conditions or in temperatures below 40 degrees Fahrenheit and falling. The installer shall provide evidence of prior successful completion of a similar installation. The Contractor shall construct a five-foot wide by ten foot long mock up section of the Stone Surface Special at a location of the Site Manager's choosing. The aggregate gradation shall meet the following:

1/4" MINUS AGGREGATE GRADATION

U.S. Sieve No.	Percent Passing by Weight
#3/8"	100
#4	90-100
#8	75-80
#16	55-65
#30	40-50
#50	25-35
#100	15-20
#200 to	10-15

The aggregate shall be blended with a stabilizer binder. The stabilizer binder shall be a patented, non-toxic, organic binder that is a colorless and odorless concentrated powder that binds the aggregate. The aggregate and binder shall be thoroughly mixed and placed upon the prepared subgrade in a manner to obtain a final thickness of three inches of Stone Surface Special after compaction. Water heavily to achieve full depth moisture penetration of the stabilized pathway profile. Water activates stabilizer to achieve saturation of stabilized pathway profile, 25 to 45 gallons of water per ton must be applied. During water application, randomly test for depth using a probing device to the final depth. The stone surface shall be rolled with a two- to four-ton double drum roller or a 1,000 pound single drum roller with a vibratory tamp plate. Compaction shall not begin for approximately six hours after placement and/or per manufacturer's recommendation.

The compaction shall result in an 85% relative compaction of the aggregate. The finished surface shall be smooth, uniform and solid with no evidence of chipping or cracking. Any significant irregularities or spongy areas in the surface shall be reworked/repared to provide a uniform surface.

The base for the Stone Surface Special shall be surveyed by the Contractor with elevations taken at twenty-five foot intervals and the data provided to the Resident Engineer. The final surface of the Stone Surface Special shall be surveyed at the same locations and the data provided to the Resident Engineer to verify the finished surface depth. Any areas in question regarding depth shall be cored at the request of the Resident Engineer to verify the three-inch depth requirement.

All work, materials, labor and equipment necessary to complete the surface in place including surveying and/or coring the surface shall be included in the contract unit price bid per square yard for Stone Surface Special.

SAW JOINTS

This work shall consist of sawing existing pavement or other existing improvements where this proposed project will match to existing. All work shall be performed in accordance with Section 440 of the Standard Specifications. Saw joints will not be paid for separately but shall be included in the respective removal items in the contract. For asphalt pavement removal or any other item not paid for separately as a removal item, the saw joint cost shall be included in the contract unit price bid per cubic yard for Earth Excavation.

Saw joints for improvements including new sidewalks shall be included in the unit cost of those pay items. No separate payments shall be made for saw joints on existing surfaces or new surfaces.

SIDEWALK REMOVAL (SPECIAL)

This work shall consist of the complete removal of existing wood sidewalks. Sidewalk Removal (Special) shall include the complete removal of all posts, joists, footings, decking and fasteners contained within the wood sidewalk indicated to be removed. Materials resulting from the removal of existing wood sidewalks and appurtenances as described herein shall be disposed of according to Article 202.03. This work shall be paid for at the contract unit price bid per square foot of Sidewalk Removal (Special).

WOOD FENCE REMOVAL

This work shall consist of the complete removal of existing wood fencing. Wood Fence Removal shall include the complete removal of all posts, railings, pickets, footings, and fasteners composing the fence indicated to be removed. Materials resulting from the removal of existing wood fencing and appurtenances as described herein shall be disposed of according to Article 202.03. The fence to be removed shall be measured along the top of the fence or top rail of the fence from center of post to center of post to be removed. This work shall be paid for at the contract unit price bid per foot for Wood Fence Removal.

HANDRAIL REMOVAL

This work shall consist of the complete removal of existing wood or pipe railings along ramps, sidewalks, and staircases. Handrail Removal shall include the complete removal of all posts, rails, attachments and fasteners composing the railing indicated to be removed. Materials resulting from the removal of existing railing and appurtenances as described herein shall be disposed of according to Article 202.03. The handrail to be removed shall be measured along the top of rail of the handrail from center of post to center of post to be removed. This work shall be paid for at the contract unit price bid per foot for Handrail Removal.

STEP REMOVAL

This work shall consist of the complete removal of existing wood stair treads. Step Removal shall include the complete removal of all posts, joists, footings, and fasteners contained within the stairs indicated to be removed. Materials resulting from the removal of existing wood stairs and appurtenances as described herein shall be disposed of according to Article 202.03. This work shall be paid for at the contract unit price bid per each tread, regardless of width, for Step Removal.

REMOVAL OF EXISTING STRUCTURES

This work shall consist of the complete removal of an existing wood gazebo floor and railing. Removal of existing structures shall include the complete removal of all posts, rails, decking, footings, attachments and fasteners composing the gazebo indicated to be removed. Materials resulting from the removal of existing gazebo and appurtenances as described herein shall be disposed of according to Article 202.03. This work shall be paid for at the contract unit price bid per each for Removal of Existing Structures.

PAVEMENT PATCH

This work shall consist of removing the existing hot-mix asphalt pavement on Bouthillier Street and the adjacent concrete driveway pavement, to accommodate a water main tap, and replacing the respective pavements. All work shall be performed in accordance with Section 442 of the Standard Specifications, except as noted herein.

The replacement hot-mix asphalt pavement shall nominally match the existing pavement thickness and shall be a seven-inch hot-mix asphalt binder course with a 2-inch hot-mix asphalt surface course. The hot-mix asphalt courses shall be N30. The replacement concrete pavement shall nominally match the existing pavement and shall be a nine inch Portland Cement concrete replacement pavement. The concrete pavement shall be tied to the existing concrete pavement by drilling and epoxy-grouting No. 6 epoxy-coated tie bars at 30-inch centers around the perimeter of the patch. The pavement shall be saw cut full depth prior to pavement removal and shall be saw cut full depth after excavation for the tap to remove pavement back one foot onto undisturbed soil.

Saw cuts and tie bars shall not be paid for separately, but shall be included in the unit price bid per square yard for this work.

Traffic Control and Protection Standard 701501-03 shall be used to provide traffic control and protection. Traffic Control and Protection Standard 701501 shall be paid for separately.

This work shall be measured in horizontal area and paid for at the contract unit price bid per square yard for Class D Patches, Type II, 9" and Class C Patches, Type I, 9". Said unit price shall include all labor, equipment and materials to saw cut and remove the existing pavement, furnishing and drilling tie bars as necessary and replacing the pavement as specified, complete in place.

INLETS, SPECIAL

This work shall consist of furnishing and installing a PVC inlet of the size and with the number of connections, and inverts as noted on the plans. Inlets, Special with H-20 Grate shall be in accordance with the detail on the plans and shall include the hinged grate indicated and any appurtenances required to connect inlet to storm sewer. The inlet shall be cleaned of all silt, debris, and other foreign matter prior to final inspection. This work shall be paid for at the contract unit price bid per each for Inlets, Special.

PIPE CULVERT SPECIAL, 6"

This work shall consist of furnishing and installing a pipe culvert under a proposed sidewalk. Pipe Culvert Special is to be 6" diameter HDPE piping with corrugated exterior and smooth interior and shall be laid on stable material at the slope indicated. This work shall be paid for at the contract unit price bid per foot for Pipe Culvert Special, 6".

PIPE HANDRAIL

This work shall consist of furnishing and installing schedule 40 steel pipe handrail. All work shall be constructed in accordance with Section 509 of the Standard Specifications, except as modified by these Special Provisions. Pipe Handrail shall be installed 4" on center inside the edge of walk and constructed as noted on the plans. Posts and railings are to be fully welded and ground smooth. Posts shall be connected to sidewalk surfaces by mounting flanges with concrete anchor bolts drilled and set according to Article 509.06.

P.C.C Concrete Sidewalk-4" and/or Brick Paver Sidewalk shall be constructed to the widths indicated on the plans, Where sidewalk abuts a structure, provide an expansion joint with sealant and backer rod.

Pipe handrail, posts, rails and pickets shall be finished with E.S.P. Applied Thermosetting T.G.I.C. polyester powder coating at least 3 mills. thick. Powder coating is to be baked at 400° F for a minimum of 10 minutes. Color will be selected by Site Manager from the manufacturer's

standard range of colors. The Pipe Handrail shall be measured in place along the top of the rail from one end of the rail to the other through posts. This work shall be paid for at the contract unit price bid per foot for Pipe Handrail.

PIPE HANDRAIL SPECIAL TYPE I

This work shall consist of furnishing and installing schedule 40 steel pipe handrail with pickets. All work shall be performed in accordance with Section 509 of the Standard Specifications, these Special Provisions and the details on the plans. Pipe Handrail Special Type I shall be installed 4" on center inside the edge of walk and constructed as noted on the plans. Pickets on four inch centers, posts, and railings are to be fully welded and ground smooth. Posts shall be connected to sidewalk surfaces by mounting flanges with concrete anchor bolts drilled and set according to Article 509.06.

P.C.C Concrete Sidewalk-4" shall be constructed to the widths indicated on the plans and reinforced with 6 x 6-W1.4 x W1.4 welded wire fabric. Where sidewalk abuts a structure, provide an expansion joint with sealant and backer rod. The P.C.C. Concrete Sidewalk-4" and reinforcement is to be paid for at the unit price bid per square foot for Portland Cement Concrete Sidewalk 4".

Pipe handrail, posts, rails and pickets shall be finished with E.S.P. Applied Thermosetting T.G.I.C. polyester powder coating at least 3 mills. thick. Powder coating is to be baked at 400° F for a minimum of 10 minutes. Color will be selected by Site Manager from the manufacturer's standard range of colors. The Pipe Handrail Special Type I shall be measured in place along the top of the rail from one end to the other through posts. This work shall be paid for at the contract unit price bid per foot for Pipe Handrail Special Type I. Aggregate Base Course Type B, PCC Sidewalk 4" and Earth Excavation shall be paid for separately.

PIPE HANDRAIL SPECIAL TYPE II

This work shall consist of furnishing and installing a 1" and 1 ½" schedule 40 (1.32" O.D.) steel pipe handrails at stairs and ramps, and where applicable. All work shall be performed in accordance with Section 509 of the Standard Specifications, these Special Provisions and the details on the plans. The Pipe Handrail Special Type II shall include concrete footings for handrail posts. Pipe Handrail shall be mounted 4" on center inside the edge of ramp or stairs and shall be constructed to the dimensions indicated on the plans. Railings are to be fully welded to posts and ground smooth. Posts shall be connected to ramp or stair surfaces by mounting flanges with concrete anchor bolts drilled and set according to Article 509.06.

Pipe Handrail Special Type II shall be finished with E.S.P. Applied Thermosetting T.G.I.C. polyester powder coating at least 3 mills. thick. Powder coating shall be baked at 400° F for a minimum of 10 minutes. Color will be selected by Site Manager from the manufacturer's standard range of colors. This work shall be paid for at the contract unit price bid per foot for Pipe Handrail Special Type II.

BRICK PAVER SIDEWALK ON A FLEXIBLE BASE

This work shall consist of furnishing and installing brick paver sidewalks and ramps. Brick Paver Sidewalk On A Flexible Base shall include the complete construction of brick pavers, leveling and jointing sand, compacted aggregate base, plastic edge restraints, and spikes.

Brick Pavers are to be 4" x 8" x 2-1/4" thick minimum and manufactured for exterior use. The Contractor shall provide samples to Site Manager for color selection. Plastic edge restraints shall be PVC triangular shape extrusions with pipe connectors and 12" long steel spikes for securing into aggregate base. Leveling sand shall be sound, sharp, washed natural sand or crushed stone complying with gradation requirements of ASTM C33 for fine aggregate. Sand for paver joints shall be fine, sharp, washed, natural sand or crushed stone with 100 percent passing No.16 sieve and no more than 10 percent passing No. 200 sieve.

The subgrade shall be compacted uniformly to at least 95 percent of ASTM D 1557 laboratory density. The aggregate base course shall be constructed to the thickness indicated and compacted to not less than 95% Proctor Density in accordance with ASTM D 698. Edge restraint and spikes shall be installed according to the manufacturer's recommendations. Spread and screed leveling sand to a depth of 1" to 1-1/2". Ensure moisture content of sand remains constant and density is loose and constant until pavers are set and compacted. Set pavers side by side to form 8" wide border on all edges of the sidewalk. Fill interior in a running bond pattern. Cut pavers with a masonry saw as required. When pavers are installed spread jointing sand and sweep into joints. Vibrate sand into joints. Do not allow traffic until vibrating is completed. Repeat joint filling process 30 days after initial installation. The work shall be measured in place and the area computed in square feet. This work shall be paid for at the contract unit price bid per square foot for Brick Paver Sidewalk on a Flexible Base. Earth Excavation shall be paid for separately.

BRICK PAVER SIDEWALK ON A RIGID BASE

This work shall consist of furnishing and installing a brick paver ramp and landings mortared on a concrete base and frost wall. Brick Paver Sidewalk On A Rigid Base shall include the complete installation of the concrete base, brick pavers and mortar.

Brick Pavers are to be 4" x 8" x 2-1/4" thick minimum and manufactured for exterior use. Mortar shall be type S for above grade masonry subjected to severe exposure. The Contractor shall provide samples of pavers and mortar to the Owner for color selection. Pavers shall be installed on a 3/8" mortar bed with 3/8" joints. Set pavers side by side to form 8" wide border on all edges of the ramp and landing and fill the interior in a running bond pattern. Cut pavers with a masonry saw as required. This work shall be measured in place and the area computed in square feet. This work shall be paid for at the contract unit price bid per square foot for Brick Paver Sidewalk on a Rigid Base. Aggregate Base Course Type B and the concrete frost wall shall be paid for separately.

CLASS SI CONCRETE

This work shall consist of constructing concrete frost walls for Brick Paver Sidewalk on a Rigid Base. All work shall be performed in accordance with Section 503 of the Standard Specifications, these Special Provisions and the details on the plans. Concrete frost walls shall be constructed and reinforced as noted in the details on the plans for the sidewalk ramp to the rear door of the Grant Home. This work shall include all excavation, forming, reinforcement, furnishing and construction of the concrete frost walls complete in place as shown. This work shall be calculated in cubic yards of the concrete frost wall as shown. This work shall be paid for at the contract unit price bid per Cubic Yard for Class SI Concrete.

BRICK SIDEWALK STEPS

This work shall consist of furnishing and installing brick steps on a concrete base at the Grant Home. Brick Steps shall include the complete installation of a concrete base, reinforcement, brick pavers, and mortar to dimensions indicated on drawings.

Brick Pavers are to be 4" x 8" x 2-1/4" thick minimum and manufactured for exterior use. Specialty Pavers of the same thickness shall be installed at stair nosings as indicated on the drawings. The Contractor shall provide the Site Manager with color samples of the brick pavers and mortar for approval. Mortar shall be type S for above grade masonry subjected to severe exposure. Provide samples of pavers and mortar to the Site Manager for color selection. Pavers shall be installed on a 3/8" mortar bed with 3/8" joints. Set pavers onto treads and risers as indicated on drawing. Cut pavers with masonry saw as required. This work shall be paid for at the contract unit price bid, regardless of width, per each tread for Brick Sidewalk Steps. Earth Excavation shall be paid for separately.

COLORED CONCRETE STEPS

This work shall consist of constructing a concrete staircase at the IHPA Site Office per the details on the plans. The concrete shall be Class SI Portland Cement concrete in accordance with Article 1020. Concrete shall have an integral pink color additive to match the existing concrete sidewalk nearby. The Contractor shall construct a 4' x 4', 4" thick mockup for approval prior to construction to demonstrate coloring. Stairs shall be constructed with a broom finish and treads shall be sloped to drain. This work shall be paid for at the contract unit price bid per each tread for Colored Concrete Steps. Aggregate Base Course Type B and Earth Excavation shall be paid for separately.

CONCRETE STEPS

This work shall consist of constructing a concrete staircase, in accordance with the details on the plans, at First Lady Park. This work shall include the concrete steps, concrete foundation and footing wall and any reinforcing as noted on the details on the plans. The concrete shall be Class SI Portland Cement concrete in accordance with Article 1020. Stairs shall be constructed

with a broom finish and treads shall be sloped to drain. This work shall be measured by the Square Foot of tread of concrete steps and paid for at the contract unit price bid per square foot for Concrete Steps. Aggregate Base Course Type B and Earth Excavation shall be paid for separately.

WOOD STEPS

This work shall consist of furnishing and installing a wood staircase to dimensions indicated on drawings at Washburne House. This work shall include all posts, stringers, concrete footings, decking and fasteners contained within the Wood Steps. The wood shall be No. 1 ACQ treated Southern Pine. All fasteners shall be stainless steel wood screws. The top step shall be securely fastened to the wood face of the Washburne House porch. This work shall be paid for at the contract unit price bid per each tread for Wood Steps.

WOOD FENCE, TYPE 1

This work shall consist of installing Wood Fence Type I along US Rte 20 (Decatur Street) at the Washburne House. The fence system includes columns and fence panels in accordance with the details on the plans. This work shall include furnishing and installing all posts, railings, pickets, concrete footings and fasteners contained within the Wood Fence, Type 1. Railings and posts shall be No. 1 ACQ Treated Southern Pine. Pickets are to be Select Grade Western Red Cedar with one face and two sides smooth. All fasteners shall be stainless steel.

The Contractor shall set the posts plumb in the concrete. Railings shall be attached to posts with wood screws and pickets attached to railings with wood staples. The Contractor shall securely attach railing of the Wood Fence Type I to the corner column for Wood Fence Type II with fence brackets.

Wood Fence, Type 1 shall be finished with a white paint approved for use with ACQ Treated Southern Pine and Western Red Cedar. Contractor is to furnish owner with a mark-up for approval, at least three foot in length, which includes both types of wood to demonstrate finish.

This work shall be measured in feet along the top rail in place from center of end post to center of end post. This work shall be paid for at the contract unit price bid per foot for Wood Fence, Type 1.

WOOD FENCE, TYPE 2

This work shall consist of furnishing and installing a Wood Fence Type 2 to match the existing fence to be removed along Third Street at the Washburne House in accordance with details on the plans. This work shall include furnishing and installing all posts, railings, pickets, moldings, trim, concrete footings and fasteners contained within the Wood Fence, Type 2. All wood, except Posts, shall be Clear Grade Western Red Cedar. Pickets and railings are to be smooth all four sides. Trim boards are to be smooth on one face and two sides. Posts are to be Recycled Plastic Lumber. All fasteners shall be stainless steel.

The Contractor shall set the posts plumb in the concrete. Railings shall be attached to posts in a manner approved by the Site Manager, and attach pickets to rails with wood staples. Contractor is to securely attach railings of one fence panel to corner column of Wood Fence with fence brackets.

Contractor is to finish the Wood Fence, Type 2 with a white paint approved for use with ACQ Treated Wood and Western Red Cedar. Contractor shall furnish the Site Manager a mockup for approval, at least four feet in length, which includes one column and a partial panel section.

This work shall be paid for at the contract unit price bid per foot for Wood Fence, Type 2.

WOOD SIDEWALK

This work shall consist of furnishing and installing a wood sidewalk to dimensions indicated on drawings at Washburne House and to the front porch at Grant's Home. This work shall include all posts, joists, concrete footings, decking, geo-textile fabric, washed gravel, and fasteners contained within the Wood Sidewalk. The posts and decking shall be No. 1 ACQ treated Southern Pine. The joists shall be recycled plastic lumber. All fasteners shall be hot dipped galvanized wood screws. Excavate subgrade to receive joists and fasten geo-textile to inside of joists. Backfill with $\frac{3}{4}$ " washed gravel, 4" deep. Attach all decking members using hot dipped galvanized wood screws. This work shall be paid for at the contract unit price bid per square foot of Wood Sidewalk. Earth Excavation shall be paid for separately.

PCC CONCRETE SIDEWALK 5" (COLORED)

This work shall consist of constructing a concrete sidewalk at the IHPA Site Office and Washburne House to dimensions indicated on drawings. The sidewalk shall be Class SI portland cement concrete in accordance with Article 1020. Concrete shall have an integral pink color additive to match the existing concrete sidewalk nearby. Contractor will be required to construct a 4' x 4', 4" thick mockup for approval prior to construction to demonstrate coloring. Construct concrete with a 2% cross slope to drain and with 6 x 6-W1.4 x W1.4 welded wire fabric for reinforcement. This work shall be paid for at the contract unit price bid per square foot of PCC Concrete Sidewalk 5" (Colored). Aggregate Base Course Type B and Earth Excavation shall be paid for separately.

INTERPRETIVE SIGNAGE

This work shall consist of furnishing and installing signage at First Lady Park of the dimensions and type indicated in the drawings. This work includes the sign panel, fastener, post, mounting plate, anchor bolts, and concrete footing. The sign panel shall be digital high-pressure laminate with graphics coordinated by Others. The post and mounting shall be powder-coated steel. Install footing and attach steel post to footing so it is plumb and secure. Attach sign panel to mounting plate according to manufacturer's instructions. This work shall be paid for at the contract unit price bid per each for Interpretive Signage Complete.

STONE SEATING

This work shall consist of furnish and installing limestone stone seats at First Lady Park. The stone shall be quarried within 300 miles of site and shall be either 4' or 6' long by 1'-6" deep and high. The stone shall be of a tan/brown color with a cut top and bottom and weathered faces. Weathered faces shall not have relief over 1-1/2". Provide owner with a color sample for approval prior to ordering. Contractor shall securely set smooth bottom of stone on leveled aggregate base. This work shall be paid for at the contract unit price bid per square foot for Stone Seating. Aggregate Base Course Type B and Earth Excavation shall be paid for separately.

PRE-EMERGENCE HERBICIDE

This work shall consist of furnishing and installing pre-emergence herbicide to all planting beds containing approximately 1.5% trifluralin at a rate of 1 oz. per square yard. Contractor shall follow all label safety instructions. Pre-Emergence Herbicide shall be spread directly on finish graded planting beds prior to the installation of the mulch. This work shall be paid for at the contract unit price bid per square yard for Pre-Emergence Herbicide.

WATER HYDRANT

This work shall consist of furnishing and installing a one-inch water hydrant as noted on the plans at First Lady Park. All work shall be performed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the Illinois Plumbing Code and the requirements of the City of Galena, Illinois.

Water Hydrant shall be model no. M6100LL by Murdock, Inc. or approved equal. The hydrant is to feature flush type, anti-freezing hose outlets designed to prevent vandalism and waste of water.

This work shall be measured on an Each basis and shall include all labor, equipment and material to furnish and install the water hydrant, water supply line, tail and tailnut hydrant box and locking lid. This work shall be paid for at the contract unit price bid per each for Water Hydrant.

CORPORATION STOP

This work shall consist of furnishing and installing an one-inch corporation stop and one-inch curb stop as noted on the plans to connect to an existing 4" water main on Bouthillier Street. All work shall be performed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the Illinois Plumbing Code, and the requirements of the City of Galena, Illinois.

The contractor shall remove the existing pavement as necessary on Bouthillier Street, excavate, and expose the 4" water main, prepare the excavation for the corporation stop, furnish and install the corporation stop and curb stop, and pay any fees required by the City of Galena. The

curb stop shall be located as directed by the City of Galena. The Contractor shall utilize Traffic Control and Protection standard 701606-04. Traffic Control and Protection Standard 701606, Trench Backfill, and Pavement Patching will be paid for separately.

The work shall be paid for at the contract unit price bid per each for Corporation Stop and Curb Stop of the size noted, which price shall include materials, labor, equipment to excavate, backfill (except Trench Backfill), preparation, coordination, and fees due the City of Galena for installing the corporation stop and curb stop in place.

WATER SERVICE LINE-1”

This work shall consist of constructing a water service line at First Lady Park of material and diameter indicated in drawings in accordance with Section 562, the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the Illinois Plumbing Code, and the requirements of the City of Galena, Illinois.

This work includes all bends, tees, and other appurtenances required for Water Service indicated. The length measured will include stops, fittings, and valves.

This work shall be paid for at the contract unit price bid per foot for Water Service Line of the internal diameter indicated. Traffic Control and Protection Standard 701606, Trench Backfill, and Pavement Patching will be paid for separately.

WATER METER

This work shall consist of installing a radio read water meter furnished by the Owner at First Lady Park. All work shall be performed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the Illinois Plumbing Code, and the requirements of the City of Galena, Illinois.

This work includes installing the Owner supplied water meter, a 7' long 6" x 6" ACQ treated Southern Pine post, and other appurtenances required for Water Meter indicated. The contractor is to install the post so 4' is buried and mount the water meter as approved by the City of Galena.

This work shall be paid for at the contract unit price bid per each for Water Meter Installed. Trench Backfill will be paid for separately.

RPZ BACKFLOW PREVENTER VALVE-1”

This work shall consist of furnishing and installing a RPZ Backflow Preventer Valve sized for a one-inch water service at First Lady Park. All work shall be performed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the Illinois Plumbing Code, and the requirements of the City of Galena, Illinois.

This work includes all testing required by the City of Galena, all labor and equipment, connections to water service, constructing insulated cabinet/vault for freeze protection, backfill (except Trench Backfill) and other appurtenances required for RPZ valve indicated. Coordinate final location with Owner.

This work shall be paid for at the contract unit price bid per each for RPZ Backflow Preventer 1". Trench Backfill will be paid for separately.

GATE VALVES

This work shall consist of furnishing and installing one-inch gate valves as noted on the plans at First Lady Park. All work shall be performed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the Illinois Plumbing Code, and the requirements of the City of Galena, Illinois.

Gate valves shall have a cast bronze valve body, non-rising stem double disc with parallel seals of brass or other approved wedging device placed between them. The gate valve shall be suitable for ordinary water works and shall conform to the latest American Water Works Association (AWWA) C500 and C509 for resilient-sealed gate valves. A valve box shall be installed over the gate valve. A 6" deep gravel bed shall be installed below valve box and a PVC sleeve shall extend from the gate valve to three inches above the gravel for access.

The price bid per each shall include all labor, equipment, and material to furnish and install the gate valve, valve box, blind flange, joint restraints, nut wrench complete in place with any hydrostatic testing, disinfection and testing, and any permits required. This work shall be paid for at the contract unit price bid per each for Water Valves of the size noted.

UTILITIES

The Contractor shall have the responsibility before any construction work has begun, of obtaining from all utilities the exact location of any underground facilities in the area of construction, whether indicated on the plans or not. Any facilities disturbed by the Contractor shall be restored by him/her at his/her own expense. The Contractor shall coordinate with the proper utility the relocation of any facility designated on the plans or deemed necessary to be relocated by the Engineer or Utility Agency in order to complete construction of the project. Special attention is called to Article 107.31.

DAMAGE TO EXISTING OR NEW STRUCTURES AND PROPERTY

If damage is done to existing or new structures and property during construction of the proposed improvement, they shall be replaced or repaired in a satisfactory manner by the Contractor at his/her own expense.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS

Whenever a question arises regarding the existence or location of a buried utility, call the toll free J.U.L.I.E. telephone number, 1-800-892-0123, before starting excavation. Allow 48 hours for other than emergency assistance.

CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

“SECTION 1001. CEMENT

1001.01 Cement Types. Cement shall be according to the following.

- (a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research’s Policy Memorandum, “Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants”.

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302 and Class C fly ash according to the chemical requirements of AASHTO M 295.

- (b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research’s Policy Memorandum, “Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants”.

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP or I(PM) may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

(1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.

(2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.

(3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

(4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I

cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate.”

DOWEL BARS (BDE)

Effective: April 1, 2007

Revise the fifth sentence of Article 1006.11(b) of the Standard Specifications to read:

“The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm).”

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revise Article 105.03(a) of the Standard Specifications to read:

“(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) 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 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

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 \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Revised: April 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 345 Article 505.08(l). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change "is" to "in".
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
"Excavation in rock will be measured for payment according to Article 502.12.
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:
"Excavation in rock will be paid for according to Article 502.13.
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.

- Page 586 Article 701.19(c). Delete “701400” from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05.”
- Page 587 Article 701.20(b). Delete “TRAFFIC CONTROL AND PROTECTION 701400;” from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
“(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06.”
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete “5.65 (TY III)”, and add to the maximum cement factor for Class PC Concrete “7.05 (TY III)”.
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete “335 (TY III)”, and add to the maximum cement factor for Class PC Concrete “418 (TY III)”.
- Page 800 Article 1030.05(a)(12). Revise “Dust Collection Factor” to “Dust Correction Factor”.
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 809 Article 1030.05. Revise the subparagraph “(a) Quality Assurance by the Engineer.” to read “(e) Quality Assurance by the Engineer.”.
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise “(300 µm)” to “(600 µm)”.
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise “ASTM D 4894” to “ASTM D 4895”.
- Page 1076 In the Index of Pay Items delete the pay item “BITUMINOUS SURFACE REMOVAL – BUTT JOINT”.

IDNR – COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS

Illinois Department of Natural Resources

COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS

Project Code: 0709158 Project Title: Sidewalks & Pathways Improvements
 Site Name: Galena SHS Proposed Start Date: late spring 2007
 Contact Person: Jane Rhetta PH.# (217) 782-8416 County: Jo Daviess

USGS Quad Maps: _____ T: 28N R: 1E Sec: _____
 Quad #: _____

Project Description:
 The project consists of constructing sidewalks and pathways, planting trees and shrubs, seeding the site and re-establishing landscape at the site and other miscellaneous items. The improvements are within the City of Galena and include the Grant Home Site, the IHPA Office and the Washburne House Site. The intent of the project is to provide improved sidewalks and pathways, improved drainage and re-establish landscaping at the site.

Funding Source: IDNR Capital _____, Heavy Equipment _____, Force Account _____,
 Other State, Local, or Private Agency Illinois Historic Preservation Agency _____,
 Federal _____, Federal program (e.g. P-R) _____.

Approval by Site Superintendent: (for all NON CAPITAL projects, e.g. Heavy equipment, force account, leases, R.O.W., etc.)

 Signature, Site Superintendent Date

**CERP Staff Only:
 REVIEWS PERFORMED**

	Approved	Approved with Restrictions	Comments
Threatened & Endangered Species Natural Areas/Nature Preserves	<u>Y</u>	_____	_____
Wetlands	<u>X</u>	_____	_____
Cultural Resources	<u>N/A</u>	_____	_____
Other	<u>X</u>	_____	_____

Rich Lewis Date 1-18-07
 Rich Lewis, Manager
 CERP (217) 785-5500

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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 and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier 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 and material suppliers throughout the contracting chain.

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain 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 and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional 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 according to the Public Construction Bond Act, 30 ILCS 550.

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

“253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor.”

Revise Article 253.16 of the Standard Specifications to read:

“253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants.”

Revise Article 253.17 of the Standard Specifications to read:

“253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

(a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid.”

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

“At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

“Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

“The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"

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

TABLE II						
Variety of Seeds	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	Notes
	Max.	Min.	Min.	Max.	Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Audubon Red Fescue	0	97	82	0.10	3 (105)	-
Fescue, Creeping Red	-	97	82	1.00	6 (211)	-
Fescue, Inferno Tall	0	98	83	0.10	2 (70)	-
Fescue, Tarheel II Tall	-	97	82	1.00	6 (211)	-
Fescue, Quest Tall	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Rescue 911 Hard Fescue	0	97	82	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

“The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed.”

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.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 35 working days.

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR JO DAVIESS COUNTY EFFECTIVE APRIL 2007

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.

Jo Daviess County Prevailing Wage for May 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		23.760	24.760	1.5	1.5	2.0	5.850	8.730	0.000	0.600
ASBESTOS ABT-MEC		BLD		18.750	19.750	1.5	1.5	2.0	4.750	2.000	0.000	0.000
BOILERMAKER		BLD		30.970	33.970	2.0	2.0	2.0	8.270	7.740	0.000	0.300
BRICK MASON		BLD		30.000	32.500	1.5	1.5	2.0	5.500	8.680	0.000	0.420
CARPENTER		BLD		27.040	29.040	1.5	1.5	2.0	5.050	7.590	0.000	0.400
CARPENTER		HWY		27.440	29.190	1.5	1.5	2.0	6.300	7.680	0.000	0.400
CEMENT MASON		ALL		30.000	32.500	1.5	1.5	2.0	5.500	7.530	0.000	0.100
CERAMIC TILE FNSHER		BLD		24.860	0.000	1.5	1.5	2.0	5.500	4.000	0.000	0.360
COMMUNICATION TECH		BLD		28.700	30.700	1.5	1.5	2.0	8.200	8.340	0.000	0.570
ELECTRIC PWR EQMT OP		ALL		27.920	35.880	1.5	1.5	2.0	4.750	7.820	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		21.640	35.880	1.5	1.5	2.0	4.750	6.060	0.000	0.160
ELECTRIC PWR LINEMAN		ALL		33.220	35.880	1.5	1.5	2.0	4.750	9.310	0.000	0.250
ELECTRIC PWR TRK DRV		ALL		22.340	35.880	1.5	1.5	2.0	4.750	6.260	0.000	0.170
ELECTRICIAN	E	BLD		33.570	36.930	1.5	1.5	2.0	8.200	11.15	0.000	0.670
ELECTRICIAN	W	BLD		23.200	24.360	1.5	1.5	2.0	4.150	4.700	0.000	0.230
ELEVATOR CONSTRUCTOR		BLD		38.620	43.450	2.0	2.0	2.0	8.275	6.060	2.320	0.000
GLAZIER		BLD		20.580	21.810	1.5	1.5	2.0	4.750	3.900	0.000	0.200
HT/FROST INSULATOR		BLD		25.860	27.060	1.5	1.5	2.0	4.800	7.500	0.000	0.000
IRON WORKER	E	ALL		30.760	32.300	2.0	2.0	2.0	6.950	16.62	0.000	0.550
IRON WORKER	W	ALL		23.100	24.950	1.5	1.5	2.0	8.040	7.990	0.000	0.420
LABORER		BLD		23.760	24.760	1.5	1.5	2.0	5.850	8.730	0.000	0.600
LABORER		HWY		23.310	24.060	1.5	1.5	2.0	5.850	8.330	0.000	0.600
LABORER, SKILLED		HWY		24.710	25.460	1.5	1.5	2.0	5.850	8.330	0.000	0.600
LATHER		BLD		27.040	29.040	1.5	1.5	2.0	5.050	7.590	0.000	0.400
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		BLD		24.860	0.000	1.5	1.5	2.0	5.500	4.000	0.000	0.360
MARBLE MASON		BLD		28.140	28.390	1.5	1.5	2.0	5.500	5.220	0.000	0.380
MILLWRIGHT		BLD		29.820	32.800	1.5	1.5	2.0	4.300	8.730	0.000	0.560
OPERATING ENGINEER		BLD	1	37.050	41.050	2.0	2.0	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		BLD	2	36.350	41.050	2.0	2.0	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		BLD	3	33.900	41.050	2.0	2.0	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		BLD	4	31.900	41.050	2.0	2.0	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		HWY	1	36.900	40.900	1.5	1.5	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		HWY	2	36.350	40.900	1.5	1.5	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		HWY	3	35.050	40.900	1.5	1.5	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		HWY	4	33.600	40.900	1.5	1.5	2.0	6.850	6.150	1.900	0.700
OPERATING ENGINEER		HWY	5	32.150	40.900	1.5	1.5	2.0	6.850	6.150	1.900	0.700
PAINTER		ALL		30.150	31.150	1.5	1.5	1.5	6.400	6.500	0.000	0.500
PILEDRIVER		BLD		29.040	31.040	1.5	1.5	2.0	5.050	7.590	0.000	0.400
PILEDRIVER		HWY		27.440	29.190	1.5	1.5	2.0	6.300	7.680	0.000	0.400
PIPEFITTER		BLD		33.700	36.060	1.5	1.5	2.0	6.430	7.130	0.000	0.630
PLASTERER		BLD		29.540	32.490	2.0	2.0	2.0	5.500	7.350	0.000	0.100
PLUMBER		BLD		33.700	36.060	1.5	1.5	2.0	6.430	7.130	0.000	0.630
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		31.690	33.620	1.5	1.5	2.0	4.850	10.29	0.520	0.290
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
STONE MASON		BLD		30.000	32.500	1.5	1.5	2.0	5.500	8.680	0.000	0.420
TERRAZZO FINISHER		BLD		24.860	0.000	1.5	1.5	2.0	5.500	4.000	0.000	0.360
TERRAZZO MASON		BLD		28.140	28.390	1.5	1.5	2.0	5.500	5.220	0.000	0.380
TILE LAYER		BLD		27.040	29.040	1.5	1.5	2.0	5.050	7.590	0.000	0.400
TILE MASON		BLD		28.140	28.390	1.5	1.5	2.0	5.500	5.220	0.000	0.380
TRUCK DRIVER		O&C	1	20.630	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER		O&C	2	20.950	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER		O&C	3	21.110	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER		O&C	4	21.310	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER		O&C	5	21.910	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER	E	ALL	1	25.880	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000
TRUCK DRIVER	E	ALL	2	26.030	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000

TRUCK DRIVER	E	ALL	3	26.230	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000
TRUCK DRIVER	E	ALL	4	26.430	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000
TRUCK DRIVER	W	ALL	1	25.787	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER	W	ALL	2	26.187	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER	W	ALL	3	26.387	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER	W	ALL	4	26.637	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TRUCK DRIVER	W	ALL	5	27.387	0.000	1.5	1.5	2.0	7.250	3.317	0.000	0.000
TUCKPOINTER		BLD		30.000	32.500	1.5	1.5	2.0	5.500	8.680	0.000	0.420

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

JO DAVIESS COUNTY

ELECTRICIANS (EAST) - Townships of Warren, Rush, Nora, Stockton, Wards Grove, Pleasant Valley and Berrenman.

IRONWORKERS (EAST) - That part of the county East of a North-South line from the North county line through Elizabeth, and East of a diagonal line from Elizabeth through Derinda Center to the South county line.

TRUCK DRIVERS (WEST) - That part of the county West of Rt. 78 including Stockton.

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.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

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, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint

abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - WEST

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST

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.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Assistant Craft Foreman; Craft Foreman; Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto (requires Two Engineers); 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 Pump (Truck Mounted); Concrete Tower, Cranes, All, Cranes, Hammerhead, 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 tigger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes; Squeeze Cretes-screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tie Back Machine; Tractor with Book 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, Sewer Dragging Machine; Hoists, Tigger Single Drum; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving and Extracting); 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. Hoists, Inside Elevators, Push Button with Automatic Doors; Oilers; Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant, Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator, Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; 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; Directional Boring Machine over 12"; 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; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor with Boom; Tractor-aire with Attachments; Traffic Barrier conveyor machine; Raised or Blind Hole; Trenching Machine; Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; 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; Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; Laser Screed; 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, Low Boys; 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 - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators - Small 50kw and Under; Generators - Large over 50kw; 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; Tract-aire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

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.