

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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Proposal Submitted By
Name
Address
City

Letting January 15, 2016

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 60Y67
COOK County
Section 2014-051LS
Route FAI 90/94/290
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 60Y67
COOK County
Section 2014-051LS
Route FAI 90/94/290
District 1 Construction Funds**

Landscaping work to be done at the Jayne Byrne Interchange at I-90/94 and I-290 located in the City of Chicago.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60Y67

State Job # - C-91-450-14

Project Number

Route

County Name - COOK- -

FAI 90

Code - 31 - -

FAI 94

District - 1 - -

FAI 290

Section Number - 2014-051LS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2000118	T-ACERX FREM AB 3	EACH	1.000				
A2002824	T-CATALPA SPEC 3	EACH	4.000				
A2002920	T-CELTIS OCCID 2-1/2	EACH	7.000				
A2004514	T-GINKGO BIL AG 2-1/2	EACH	2.000				
A2004720	T-GLED TRI-I SM 2-1/2	EACH	22.000				
A2005020	T-GYMNOCLA DIO 2-1/2	EACH	38.000				
A2006420	T-QUERCUS ALBA 2-1/2	EACH	1.000				
A2006520	T-QUERCUS BICOL 2-1/2	EACH	21.000				
A2006820	T-QUERCUS MEUH 2-1/2	EACH	3.000				
A2007251	T-ROBINIA PSEU CB 2.5	EACH	3.000				
A2007620	T-TAXODIUM DIS 2-1/2	EACH	3.000				
A2018620	T-ULMUS CARP MO HE 3	EACH	8.000				
A2018730	T-ULMUS CARP NH SE 3	EACH	12.000				
B2000120	T-ACER CAMP TF 2-1/2	EACH	1.000				
B2000767	T-AMEL X GF AB CF 8'	EACH	18.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

60Y67

State Job # - C-91-450-14

Project Number

Route

County Name - COOK - -

FAI 90

Code - 31 - -

FAI 94

District - 1 - -

FAI 290

Section Number - 2014-051LS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
B2001468	T-CORNUS MAS GG CF 6	EACH	16.000				
B2001668	T-CRATAE CRU-I SF 7'	EACH	23.000				
B2002410	T-MAGNOL LOE MER CL8	EACH	2.000				
B2004586	T-MALUS R PK CL 7'	EACH	8.000				
B2006220	T-SYRING RET TF 2-1/2	EACH	8.000				
B2006270	T-SYRING RET CL 8'	EACH	5.000				
C2003260	S-HAMAMELIS VER 5'	EACH	7.000				
C2012774	S-VIBURN PRUN 7'	EACH	42.000				
D2001676	E-JUNIP VIRG CAN 8'	EACH	2.000				
D2003072	E-PINUS SYLVEST 6'	EACH	2.000				
D2003074	E-PINUS SYLVEST 7'	EACH	2.000				
K0026700	TREE CARE	EACH	90.000				
X0322998	TREE PLNTG IN URB STR	EACH	98.000				
X0327800	TREE PLNTG CITY PKWYS	EACH	93.000				
25200200	SUPPLE WATERING	UNIT	130.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60Y67

State Job # - C-91-450-14

Project Number

Route

County Name - COOK- -

FAI 90

Code - 31 - -

FAI 94

District - 1 - -

FAI 290

Section Number - 2014-051LS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
67100100	MOBILIZATION	L SUM	1.000				

CONTRACT NUMBER

60Y67

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. **Conflicts of Interest**

Section 50-13. Conflicts of Interest.

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

RETURN WITH BID

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

Yes ___ No ___

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

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

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

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

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 60Y67
COOK County
Section 2014-051LS
Route FAI 90/94/290
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

Contract No. 60Y67

COOK County

Section 2014-051LS

Route FAI 90/94/290

District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

Attest _____

Signature

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

Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

Attest _____

Signature

Business Address _____

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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



(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route _____

Section _____

Project _____

County _____

Letting Date _____

Contract No. _____

Letting Item No. _____

Total Bid _____

Contract DBE Goal _____

(Percent) (Dollar Amount)

(4) Assurance

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

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

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

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

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

_____ Company

By _____

Title _____

Date _____

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

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

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 60Y67
COOK County
Section 2014-051LS
Route FAI 90/94/290
District 1 Construction Funds



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____ Date _____
Signature of Individual or Authorized Officer

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. January 15, 2016. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.

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

**Contract No. 60Y67
COOK County
Section 2014-051LS
Route FAI 90/94/290
District 1 Construction Funds**

Landscaping work to be done at the Jayne Byrne Interchange at I-90/94 and I-290 located in the City of Chicago.

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

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

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

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of Circle Interchange, Section 2014-051LS, Cook County, Contract 60Y67 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

ROUTE: FAI 90/94/290 (JANE BYRNE INTERCHANGE)
TREE PLANTING AND ESTABLISHMENT
SECTION: 2014-051LS
COUNTY: COOK
CONTRACT NUMBER: 60Y67

LOCATION OF PROJECT

This work is located around the Jane Byrne Interchange within the following limits: I-90/94: Roosevelt Road to Washington Boulevard and Peoria Street to Clinton Street, and I-290: Roosevelt Road to Van Buren Street and Ashland Avenue to Clinton Street.

DESCRIPTION OF PROJECT

The work to be performed under this Contract includes various tree plantings, supplemental watering, tree care, and all incidental and collateral work necessary to complete the project as shown on the plans and described herein. Roadside work locations proposed by the Department subsequent to final plan preparation for letting shall be completed as work orders issued by the Engineer.

CONTRACTOR COOPERATION

The Contractor's attention is directed to the fact that other separate contracts may be under construction during the duration of this Contract. Adjacent contracts may consist of, but are not limited to projects near:

- Contract 60Y66 – Tree Planting
- Contract 60W26 – From Circle Interchange to Harrison Street Bridge (WB) and Halsted Street Bridge
- Contract 60W28 – Northwest Flyover Bridge at I-90/94 and I-290/Congress Parkway (Circle Interchange)
- Contract 60W29 – Peoria Street Bridge at I-290/Congress Parkway (Circle Interchange)
- Contract 60W30 – Taylor Street Bridge over I-90/94 (Circle Interchange)
- Contract 60W71 – Harrison Street Bridge (East) at I-90/94 (Circle Interchange)
- Contract 60X61 – I-290 WB Mainline and Auxiliary Lanes from Peoria Street to Racine Avenue (Circle Interchange)
- University of Illinois at Chicago contract – CUPPA Hall Renovations
- And others

The Contractor will be governed by Article 105.08 of the Standard Specifications.

The Contractor will coordinate proposed project start dates and sequence of construction with the Engineer and other Contractors to present an effective and timely schedule for successful completion of the project.

No additional compensation will be allowed the Contractor for the above requirements or for any delays or inconvenience resulting from the activities of other contractors.

COMPLETION DATE

Effective: September 30, 1985

Revise Article 108.05 (b) of the Standard Specifications as follows:

“When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on May 15, 2017.”

WORK RESTRICTIONS

The Contractor shall be subject to the following work restrictions:

The Contractor will not be allowed to plant trees at UIC locations near the UIC Forum and the UIC Pavilion during the week of the graduation commencements.

CONTRACT REQUIREMENTS FOR WORKING ON PROPERTY UNDER THE JURISDICTION OF OTHER GOVERNMENTAL AGENCIES

The Contractor's attention is directed to the fact that work will be required with the Chicago Department of Transportation (CDOT) and on the University of Illinois at Chicago (UIC) campus during the duration of this Contract and that the Contractor will be governed by Article 107.20 of the Standard Specifications.

The Contractor will coordinate proposed project start dates and sequence of construction with the Engineer and CDOT or the University of Illinois at Chicago to present an effective and timely schedule for successful completion of the project.

Requirements for working on CDOT property:

- a) The Contractor will notify the Chicago Department of Transportation, Division of Infrastructure Management, Public Way Permit Office at 312.744.4652, five (5) business days before commencing construction or changing traffic flow.
- b) The Contractor will schedule the following meetings in advance with CDOT:
 - 1) For any work within PARKWAYS: Jeff Brink (312.744.7844).
 - 2) For any work within MEDIANS: Kenneth Martin (312.744.1863).
- c) The Contractor will obtain all necessary permits and licenses required by law, including the following:
 - 1) Permits apply to any arterial streets which require the opening of the parkway, traffic control and protection for any type of barricades or signs to be utilized for public notice for work under this contract must be obtained from the Department of Transportation, City Hall, Room 905, 121 North LaSalle Street, Chicago, Illinois 60602.
 - 2) Permits for actual planting work must be obtained from, the Department of Streets and Sanitation, Bureau of Forestry, Plans and Permits Section, 2352 South Ashland, Chicago, Illinois, 60608 (312.746.5254).
 - 3) Permits for watering and sanitary work purposed must obtain Fire Hydrant Permit from the Department of Water, Planning Permits and Plan Section, 121 North LaSalle Street, Room 103, Chicago, Illinois 60602.

Though permits are required, the associated fees shall be waived for IDOT projects where tree planting is conducted on CDOT R.O.W.. The Contractor shall identify the project as an IDOT state project, job number, and all pertinent locations upon permit application submittal at either agency.

The Contractor must first supply Bureau of Forestry all parkway locations to acquire the tree planting permits. Secondly, the Contractor shall go to City Hall Room 905 with the Bureau of Forestry planting permits to acquire the CDOT Public Way Permit to Open the Public Way. If a lane is required, the Contractor shall also acquire the Lane Occupancy Permit from CDOT.

Requirements for working on University of Illinois at Chicago property:

- a) The Contactor will notify the University of Illinois at Chicago, one week before the Contractor plans to be on the UIC campus. The Contactor shall provide the dates,

times, and locations of the planned work to Mark Donovan, Vice Chancellor for Administrative Services, 1140 South Morgan Street, Room 120 PPB, (M/C 270), Chicago, IL 60607 (312.413.1404).

- b) Add the following paragraph at the end of Article 107.27 – Insurance, of the Standard Specifications for Road and Bridge Construction dated January 1, 2012:

The Contractor shall name The Board of Trustees of the University of Illinois, its elected and appointed trustees, officers and officials, employees, agents, successors, and assignees as additional insured in the contractor's comprehensive general liability insurance and all risk property insurance policies.

The Contractor and the Engineer shall mail, by certified mail, an executed copy of the Certificate of Insurance to the University of Illinois at Chicago (UIC) prior to the start of construction on this project noted above. The address will be provided by the Engineer.

No additional compensation will be allowed to the Contractor for the above requirements or for any delays or inconveniences resulting from the activities of other governmental agencies.

All costs related to these requirements shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

TREE PLANTING IN CITY PARKWAYS

Description: Tree Planting in City Parkways shall cover the costs for the paid metered parking spaces required to be closed in order to perform tree planting within the adjacent parkway. This item will be used when it is necessary to pay for parking spaces in order to install trees in the parkway or urban planting structure (tree pit).

The Contractor shall request and gain approval from the Chicago Parking Meters, LLC at (877-242-7901 or chicagometers.com) for any paid metered parking space closures.

Method of Measurement: Tree Planting in City Parkways will be measured for payment in place per each individual tree at the time of initial tree installation. No additional payment will be made for establishment work or replacement planting.

Basis of Payment: This work will be paid for at the contract unit price per each of TREE PLANTING IN CITY PARKWAYS which price shall include all costs associated with closing paid parking spaces for tree planting.

LAYOUT

Contractor shall provide the following: wooden lathe, flags, and spray paint, to delineate work items. This will not be paid as separate items, but the costs shall be considered as included in the contract prices for landscape items. Layout shall be performed by the Resident Engineer, the Contractor, and a representative from either CDOT (Jeff Brink – 312.744.7844) or UIC (Carly Rizer - 312.996.4647 and Pablo Acevedo - 312.996.2106).

REQUIRED INSPECTION OF WOODY PLANT MATERIAL

Delete Article 1081.01(a)(5) and substitute the following:

The place of growth for all material, and subsequent inspection, must be located within 200 miles of the project.

Delete Article 1081.01(c)(1) and substitute the following:

Inspection of plant material will be made at the nursery by the Engineer, or a duly authorized representative of the Department; all plant material must be in the ground of the nursery supplying the material.

The Contractor shall provide the Engineer a minimum of 50 calendar days advance notice of the plant material to be inspected. Written certification by the Nursery will be required certifying that the plants are true to their species and/or cultivar specified in the plans.

The Department reserves the right to place identification seals on any or all plants selected. No trees shall be delivered without IDOT seal. Plant material not installed within 60 days of initial inspection will be required to be re-inspected.

FAILURE TO COMPLETE PLANT CARE AND ESTABLISHMENT WORK ON TIME

Should the Contractor fail to complete the plant care and/or supplemental watering work within the scheduled time frame as specified in the Special Provision for "Tree Planting" and "Supplemental Watering", or within 36 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$25.00 per tree/per day, not as penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of the tree(s) if the watering or plant care is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

TREE PLANTING

This work shall consist of furnishing and planting trees as specified in Section 253 of the Standard Specifications with the following revisions:

Materials: Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications except as herein modified:

Article/Section

(a) Materials for Planting 1081.01
(b) Topsoil 1081.05(a)

1. Trees:

Nursery stock shall comply with American Standard for Nursery Stock ANZI Z60.1- 2004 (or latest edition). All trees shall be dormant at the time of inspection and prior to the planting season. All trees shall be selected and tagged in ground at the state certified nursery of harvest with a seal by IDOT. Nursery sources must be located within a two-hundred (200) mile radius of the City of Chicago, or as approved by the Engineer. All materials must be dug prior to leafing out (bud break) in the spring or the trees have gone dormant in the fall. Trees must be in a healthy, vigorous condition, free of dead or broken branches, scars that are not completely healed, frost cracks, disfiguring knots, broken or abraded bark, redundant leaders or branches (no double leaders), rubbing branches, or aberrations of any kind. Trees must have full even and well-developed branching with a single primary leader. Clump form and multi-stem trees must have full even and well-developed branching on a single tree having three or more main stems or trunks. Trees must meet all requirements of federal, state, and local laws with respect to plant type, labeling, nursery, or plant inspection, disease, insect and other pest infestation, and any other requirements. An inspection certificate required by law to this effect, must accompany each shipment of trees.

Field collected trees are not acceptable.

2. Backfill:

Backfill for tree planting shall consist of top soil which is non-pulverized, natural, fertile, friable soil possessing characteristics of rich productive soil in the Chicago area. It shall be obtained from naturally well drained areas, not excessively acidic or alkaline and contain no toxic substances which may be harmful to plant and lawn growth. It shall be free from clay lumps, roots, stones and other debris. Topsoil shall not be handled in a frozen or muddy condition.

3. Staking and Guying Materials (as directed by the Engineer only)

- Stakes: 6' fence T-Post.
- Guy Wire: Galvanized mild steel wire, minimum 12 gauge; provide double strands.
- Hose: Rubber or plastic garden hose.
- Turnbuckles: Aluminum or galvanized steel.
- Warning flaps: Fluorescent orange plastic surveyor's tape.

4. Tree Wrap Tape (as directed by the Engineer only)

Wrapping material must be ten (10 oz) ounce, untreated burlap, of not less than six (6") inches wide nor more than ten (10) inches wide or as approved by the Engineer. A sample of the wrapping material must be submitted to the Engineer for approval at least 10 days prior to placement.

5. Mulch

CDOT Trees: Shredded bark mulch must consist of a mixed hardwood species. All hardwood bark mulch must be processed through a hammer mill. Hardwood bark not processed through a hammer mill will not be acceptable. In the event the quality of the

material should be found unacceptable at any time throughout the duration of the contract, such material shall be rejected, removed from the work site by the Contractor and replaced with acceptable material at no additional cost. A sample of the mulch must be submitted to the Engineer for approval at least 10 days prior to placement.

UIC Trees: Double - processed bark mulch must consist of a mixed hardwood species. All hardwood bark mulch must be double - processed through a hammer mill. Hardwood bark not processed through a hammer mill will not be acceptable. In the event the quality of the material should be found unacceptable at any time throughout the duration of the contract, such material shall be rejected, removed from the work site by the Contractor and replaced with acceptable material at no additional cost. A sample of the mulch must be submitted to the Engineer for approval at least 10 days prior to placement.

6. Trunk Collar

Trunk collars must be four (4) inch or six (6") inch, corrugated plastic drain tile, eight (8") inches in length and cut lengthwise to install around the trunk of the tree.

General Requirements:

Plant Delivery, Storage and Handling:

The trees required under this contract must be installed in ground at the jobsite or delivered to storage within four days of nursery dig. Tree storage at nurseries will not be accepted.

As all trees required under this contract cannot be planted within four days, dedicated storage and staging yard for the sole and only purpose of the trees required under this contract will be required. Equipment, landscape materials, and all other items that require storage must be separated off site from the tree storage and staging yard.

The storage and staging yard must be in place and operational at the time of inspection and throughout the duration of the contract and plant establishment period.

The storage and staging yard for trees required under this contract must be located no further than twenty-five (25) miles from the city limits of Chicago. It is preferred that the yards be located within the city limits of Chicago.

The storage yard must be of sufficient size to accommodate at one time, the quantity of trees planted under this contract for a planting season. At the discretion of the Contractor, multiple yards will be acceptable. However, the aggregate total square footage of multiple yards must be equal or exceed the required total square footage of a single yard.

The yard must be graded to provide positive drainage, with a smooth porous surface. The surface must be compacted sufficiently to provide for the loading and unloading of trucks and semi-tractor trailers in all weather conditions.

The yard must meet all EPA and OSHA requirements, including but not limited to, installing water recycling systems if required.

The yards must be equipped with filtered and or buffered watering systems. Drip irrigation directly on the tree's root ball is preferred. All systems must be approved by the Engineer/Roadside Development Unit.

The yard must be designed and constructed to accommodate the holding and or staging of trees required under this contract throughout the calendar year. Each tree will require a minimum of forty – two (42) square feet of storage space whereby each tree required under this contract is stored at least 6.5 feet on center away from each tree. Trees will be placed in rows separated by 12' of unobstructed space between rows for skid-loader access. Stored trees must be arranged to allow for adequate sunlight to reach all areas of the tree and for adequate ventilation around all branches.

Due to the tree species diversity of this contract, the storage yard must be designed and constructed to accommodate the holding and loading of multiple tree species on a daily basis by multiple crews.

Stored trees must have the tops unbound and opened up to their natural form while in storage. Each tree's root ball must be mulched with suitable mulch material placed around and between the root balls so that they are completely covered, kept moist, and carefully preserved to ensure a live, healthy condition.

Proper plant health care is essential while the trees required under this contract are held in the storage and staging yard. While in storage if any of the trees are damaged including but not limited to broken branches, cracked or damaged root balls, trunk wounds, bark wounds, bud and leaf damage, and abrasions as a result of weather, insects, disease, vandalism, theft, improper or lack of contractor care and watering, contractor handling, loading, unloading, transportation to and from nursery or jobsite the trees will be unacceptable, rejected, and removed from storage. The Contractor will be required to procure new trees of the same species and same caliper to replace the damaged trees at no additional cost.

The Engineer/Roadside Development Unit will periodically inspect the facilities for acceptability of operation throughout the duration of the contract and period of establishment. The entire operation, set-up and care of storage and staging yard, is the sole responsibility of the Contractor at their expense.

Deliver freshly dug balled and burlapped stock unless otherwise approved.

Cover to protect stock during transport. Plant material transported without cover shall be automatically rejected.

Bind stock to protect branches, bark, and overall shape during transport to and from the nurseries, jobsite, or planting location.

Load and unload trees with care using a skid-loader or other fuel-powered machine of similar design. Do not lift trees by wire basket or trunk. Ball carts and hand trucks to load and unload trees at the storage and staging yard, jobsite, planting location, or nurseries will not be permitted. Rolling trees off of the transporting trailer will not be permitted. Protect tree trunks prior to loading and unloading and during transport to and from the nurseries, storage and staging yards, and jobsite. Trees must be handled by the root ball only, not by the trunk or branches as this may loosen the root ball and damage the root system. Trees having broken or cracked root balls during delivery or at any time during the planting operation shall cause the tree to be unacceptable and rejected. Contractors must be responsible for providing a replacement tree at no additional. Do not prune trees unless directed by the Engineer.

Non-pulverize Topsoil Storage:

Non-pulverized topsoil shall be stored in stockpiles at the producer's or supplier's facility and be protected from erosion, absorption of excess water, and contamination at all times. Delivery to the job site shall only occur after the Engineer has reviewed and approved the testing results.

Preparation and Execution:

Installation cannot begin until the final grade has been achieved.

The Contractor shall be responsible for all plant layouts. Qualified personnel must perform the layout as shown in the work order. Otherwise, trees planted in the parkway shall be planted in the center of the parkway, and/or in line with existing trees in the parkway in accordance with the most current Guide to the Chicago Landscape Ordinance. The tree locations must be marked by non-permanent green spray paint applied on the street curb. Trees planted in tree pits shall be planted in the center of the tree pit. The Engineer will approve the layout prior to installation.

Planting Trees:

Tree planting method shall be approved by Engineer or Authorized Representative prior to full scale installation.

All trees shall be planted, watered, staked (if necessary) and mulched completely, before leaving the planting location and or jobsite. Contractor shall remove any existing undesirable plant material (including root ball or stump) prior to installation of proposed trees. All equipment required to remove and dispose of existing tree stumps, plant, water, and mulch all trees shall be at the jobsite during the time of installation. Trees shall not be allowed to remain above ground at the planting site. Planting holes shall not be left excavated and open beyond the time of actual installation unless directed otherwise by the Engineer.

Productivity:

It is the intent of this contract to complete the work as expeditiously as possible. The Contractor is required to staff the work crew in order to ensure the operation is carried out effectively and efficiently.

Contractor supervisory personnel must be present on the work site at all times while work is being performed to receive and promptly execute all orders or directions of the Engineer.

Planting Time:

The number of working days available will be determined by the planting year and season of planting less the three down days per season. Work will not be permitted on weekends or holidays.

Spring Initial Planting:

Anticipated spring planting begins April 1st and no later than April 15th. Planting must continue until all the trees have been planted or at the latest, May 31st. Work beyond May 31st will not be permitted unless authorized in writing by the Engineer.

Qualified Crew Configuration and Equipment:

Crew personnel must be experienced and highly qualified with necessary skills to successfully complete tree planting under this contract. Said skills must also include worker safety ability in compliance with current OSHA Standards. Crew personnel must

be either directly employed and/or supervised by the Contractor. A Certified Arborist and/or Certified Landscape Technician for every three (3) dedicated crews is preferred.

The Contractor must furnish a list showing each employee, their title, and field phone number (classification) as well as any necessary certification documents. The Contractor must advise the Engineer of any changes in their roster of employees assigned to this contract.

The minimum size of crew must consist of four (4) individuals per crew without overlapping any additional crews.

The Contractor must employ only competent and efficient laborers, mechanics, or artisans to perform any work under this Contract, and whenever, in the opinion of the Engineer, any such employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts him or herself improperly the Contractor must, upon request of the Engineer, remove such employee from the work and not employ such employee again for the work under this Contract, except with the written consent of the Engineer. The Contractor must not permit obnoxious behavior, or possession or consumption of alcoholic beverages or contraband anywhere on the site of any work to be performed under this Contract.

The Contractor must provide operator(s) with experience and knowledge of work required for operations of equipment. The operator(s) must have the capability of moving equipment if equipment is required to be relocated to a different site to assure the performance of work which would be at the discretion of the Engineer. Supervisory personnel must be accessible when work has been assigned during the performance of work.

Before the beginning of each season, the Engineer may require the Contractor to complete a seasonal commitment letter documenting the work productivity and crew configuration for that upcoming planting season.

Each crew shall be minimally equipped with heavy duty or class 7 dump trucks, dual axle trailers, and a skid loader for the transport, loading and unloading of the all equipment, materials, debris, waste, and all trees for each day's planting operation in one complete unit to and from the storage and staging yard and jobsites. In addition, each crew shall be minimally equipped with additional light duty and medium duty trucks and trailers to transport crew members, hand tools, stump grinders, watering tanks, and pumps to and from the storage and staging yard and jobsites. All valid Illinois driver's licenses and or commercial driver's licenses and endorsements necessary to legally operate this equipment will be required of each crew. The Contractor must furnish a list of any and all equipment mentioned above for daily planting operations. This list will include type of equipment, make/ year, model, owned or leased, serial numbers, and vehicle identification numbers. Rental fees of special equipment shall be considered incidental to the contract.

Submittals:

1. Soil Laboratory Test
2. Soil sample - provide in 1 quart sealed plastic container
3. Shredded hardwood bark mulch sample (CDOT trees) & double-processed hardwood bark mulch (UIC trees) - provide in 1 quart sealed plastic container for each mulch sample type
4. Completed Plant Material Inspection Sheets – mailed to IDOT 201 West Center Court, Schaumburg, IL 60196 Attn: Bureau of Maintenance, Roadside Development Unit
5. Tree wrap - sample
6. Permits – CDOT Right of Way permit, BOF permit, DWM Fire Hydrant Permit.

Construction Requirements:

Parkway Trees

Excavation:

1. Excavation shall occur at the time of tree planting. Excavation by auger or other mechanical means is not acceptable. Hand digging of all planting holes is required. The excavation for planting in a Parkway shall be of sufficient depth to accommodate the tree root ball and shall be a minimum width of twice (two times) the diameter of the root ball or as directed by the Engineer or Authorized Representative.
2. The depth of the hole shall be such that the top of the root ball is 2-3" above grade. The sides shall slope gradually making the hole saucer shaped and shall not be glazed or smooth.
3. All soil shall be stockpiled for reuse or if existing soil is of poor quality as determined by the Engineer, backfill shall be a mixture of ½ excavated soil, and ½ non-pulverized top soil, or as specified. Backfill shall be a variable mixture, dependent upon the existing excavated soil. The two soils shall be adequately mixed.
4. Remove all excavated subsoil from the site and dispose of legally. Do not backfill excavation with subsoil. Disposal of excavated subsoil will not be paid for separately but must be included in the unit price of the tree pay item.

Planting:

1. The existing nursery line on the tree shall be two (2) to three (3) inches above ground level upon completion of the planting operation. Trees planted with the nursery line below such level will not be accepted. (See Parkway Tree Planting Detail)
2. Untie all cords binding burlap to trunk. Remove all burlap and wire baskets from top 1/3 of the root ball.

3. Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling.
4. When backfilling is approximately 2/3 complete, saturate backfill with water and repeat until no more can be absorbed.
5. Place and compact remainder of backfill and water again.
6. Form watering basin around trunk with backfill holding at least 10 gallons.
7. A trunk collar, as specified, must be placed around the trunk of each tree. Trunk collars must be installed prior to the installation of the mulch.
8. Mulch shall be placed around all trees in the entire mulch bed or at the base of each tree to its dripline to a depth of 3 inches. Mulch shall be kept 6" away from the trunk of the tree. Volcano mulching is not permitted. No weed barrier fabric will be required for tree planting.

Staking and Guying (as directed by Engineer):

1. Guying and staking will not be required on trees located within city parkway locations or medians.
2. Guy and stake trees the same day as planting if required. Embed stakes 2 feet into grade. Tie with length of rubber or plastic hose to prevent wire loop from contacting tree trunk. Adjust to provide firm but not rigid support. Place guy wire equally spaced around trunk, with top of guy wire 6 to 7 feet above grade, and at 45-degree angle to vertical. Provide one turnbuckle per guy. Securely tie caution tape at the 1/3 and 2/3 points of each guy wire.

Tree Pit Trees

See Tree Planting in Urban Structures.

Pruning (as directed by Engineer)

All pruning must be performed under the direct supervision of a certified arborist. Remove dead or broken branches. Make cuts with sharp instruments outside the branch collar. Do not remove leaders from trees.

Protection of Tree Trunks

As per the Engineer request only, wrap trunks of smooth barked trees in November and remove in April of the following season. Failure to remove burlap will result in non-compliance.

Mulch

During the Period of Establishment the Contractor shall ensure the mulch is at the original installation level and weed free.

QC/QA Requirements

All plants shall be obtained from state certified nurseries, in hardiness zones of comparable local climatic range to the City of Chicago and approved by the Engineer or Authorized Representative. All trees shall be dug prior to leafing out (bud break) in the spring or when plants have gone dormant in the fall, except for the following species which are only to be dug prior to leafing out in the spring: (The Engineer reserves the right to expand this list upon submittal of the Planting Schedule.)

1. Maple (Acer)
2. Serviceberry (Amelanchier)
3. Hackberry (Celtis)
4. Dogwood (Cornus)
5. Hawthorn (Crataegus)
6. Witchhazel (Hamamelis)
7. Crabapple (Malus)
8. Oaks (Quercus)
9. Lilac (Syringa)
10. Bald Cypress (Taxodium)
11. Elms (Ulmus)

Inspections:

An inspection of plant material on site will be made prior to the installation. Any plant material not meeting specification (that being of good health) must be removed off the site.

Period of Plant Establishment and Plant Care:

Prior to being accepted, the plants shall endure a Period of Establishment in accordance with Section 253.14 of the Standard Specifications for Road and Bridge Construction.

The Contractor is responsible for plant care until receipt of the "Final Acceptance of Landscape Work" memorandum from the Bureau of Maintenance. The Contractor shall properly care for all plants including weeding, watering, adjusting of braces, repair of water saucers, or other work which is necessary to maintain the health, vigor, and satisfactory appearance of the plantings. This may require pruning, cultivating, tightening and repairing supports, repair of wrapping, and furnishing and applying sprays as necessary to keep the plants free of insects and disease. The Contractor shall provide plant care a minimum of every 10 days, or within 36 hours following notification by the Engineer. All requirements for plant care shall be considered as included in the cost of the contract. All debris that results from this operation must be removed from the area and disposed of at the end of each day in accordance with Article 202.03.

Method of Measurement:

Tree Plantings will be measured for payment in place per each individual tree. Only acceptable trees will be measured for payment.

Basis of Payment:

This work will be paid for 75% of the contract unit price each for several kinds and sizes of trees found to be in a live and healthy condition by May 31st, as specified in Article 253.14. The remaining 25% of the contract unit price each will be paid for after the successful completion of all required replacement plantings and clean-up work and receipt of the "Final

Acceptance of Landscape Work” memorandum from the Bureau of Maintenance. The unit price shall include the cost of all material, equipment, labor, establishment care, permit costs, tree removal under 6”, stump removal, disposal, and incidental required to complete the work as specified herein and to the satisfaction of the Engineer.

Additional work required to plant trees in urban structures shall be paid for at the contract unit price for TREE PLANTING IN URBAN STRUCTURES.

The costs of closing paid metered parking spaces required for planting trees in city parkways shall be paid for at the contract unit price for TREE PLANTING IN CITY PARKWAYS.

TREE PLANTING IN URBAN STRUCTURES

Description: This work shall consist of all additional materials, equipment, and labor required to plant trees in urban structures. Urban structures are defined as tree pits cut into sidewalk areas and trees in median planters.

Materials: Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications except as herein modified:

Article/Section

(a) Topsoil 1081.05(a)

1. Backfill:

Backfill for sites shall consist of top soil which is non-pulverized, natural, fertile, friable soil possessing characteristics of rich productive soil in the Chicago area. It shall be obtained from naturally well drained areas, not excessively acidic or alkaline and contain no toxic substances which may be harmful to plant and lawn growth. It shall be free from clay lumps, roots, stones and other debris. Topsoil shall not be handled in a frozen or muddy condition.

Existing Tree Pits

Backfill shall be a variable mixture, dependent upon the existing excavated soil. If existing soil is of poor quality as determined by the Engineer, backfill shall be a mixture of ½ excavated soil, and ½ non-pulverized top soil, or as specified. The two soils shall be adequately mixed.

2. Volcanic (Lava) Rock

Lava rock mulch must be one (1”) inch diameter to ½” diameter lava rock or as approved by the Engineer, with the color to be determined and approved by the Engineer.

3. Mulch

CDOT Trees: Shredded bark mulch must consist of a mixed hardwood species. All hardwood bark mulch must be processed through a hammer mill. Hardwood bark not processed through a hammer mill will not be acceptable. In the event the quality of the material should be found unacceptable at any time throughout the duration of the contract, such material shall be rejected, removed from the work site by the Contractor and replaced with acceptable material at no additional cost. A sample of the mulch must be submitted to the Engineer for approval at least 10 days prior to placement.

UIC Trees: Double - processed bark mulch must consist of a mixed hardwood species. All hardwood bark mulch must be double - processed through a hammer mill. Hardwood bark not processed through a hammer mill will not be acceptable. In the event the quality of the material should be found unacceptable at any time throughout the duration of the contract, such material shall be rejected, removed from the work site by the Contractor and replaced with acceptable material at no additional cost. A sample of the mulch must be submitted to the Engineer for approval at least 10 days prior to placement.

General Requirements:

Non-pulverized Topsoil Storage:

Non-pulverized topsoil shall be stored in stockpiles at the producer's or supplier's facility and be protected from erosion, absorption of excess water, and contamination at all times. Delivery to the job site shall only occur after the Engineer has reviewed and approved the testing results.

Preparation and Execution:

No staging of material, equipment or spoils will be allowed within the landscaped median or parkway.

The Contractor shall be responsible for all plant layouts. Qualified personnel must perform the layout as shown in the work order. All trees shall be planted in accordance with the most current Guide to the Chicago Landscape Ordinance. The tree locations must be marked by non-permanent green spray paint applied on the street curb. Trees planted in tree pits shall be planted in the center of the tree pit. Trees planted in medians shall be planted in the center of the median, and/or in line with existing trees in the median. The Engineer will approve the layout prior to installation.

Submittals:

1. Soil Laboratory Test
2. Soil sample - provide in 1 quart sealed plastic container.
3. Volcanic (Lava) rock sample - provide in 1 quart sealed plastic container.
4. Shredded hardwood bark mulch sample (CDOT trees) & double-processed hardwood bark mulch (UIC trees) - provide in 1 quart sealed plastic container for each mulch sample type

Construction Requirements:

Tree Pit Trees

Excavation:

1. Where tree grates are present, Contractor shall remove tree grate and, if present, securing bolt hardware using due and reasonable care not to damage tree grate or securing bolt hardware. Tree grates and securing bolt hardware shall be replaced upon completion of planting operation. Contractor shall be held responsible for any damage to tree grates and securing bolt hardware and shall replace tree grates or securing bolt hardware, when damaged, at no additional cost.

2. Excavation of tree pits shall occur at the time of tree planting. Excavation by auger or other mechanical means is not acceptable. Hand digging of all planting holes is required. Excavated tree pits shall not be left open. Excavation for tree pits shall include the removal of all soil from the pits dimensions to a depth of at least three (3) feet and no more than three and one half (3-1/2) feet with vertical sides at the edge of the pit. Excavate with sides vertical, bottom flat but with high center for drainage. Deglaze sides.
3. The depth of the hole shall be such that the top of the root ball is slightly higher than soil level (see Drawings).
4. Remove all excavated subsoil from the site and dispose of legally. Do not backfill excavation with subsoil. Disposal of excavated subsoil will not be paid for separately but will be included in the unit price of Tree Planting in Urban Structures.
5. All soil shall be stockpiled for reuse or as otherwise directed (see Backfill).

Planting:

1. Set plants on sub grade in excavation with graft and flare of root ball slightly higher than soil level in pit allowing space for volcanic rock and tree grate or mulch. (See Plans: Tree Pit – Tree Planting Detail, materials under grate.)
2. Untie all cords binding burlap to trunk. Remove all burlap and wire baskets from top 1/3 of the root ball.
3. Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling.
4. When backfilling is approximately 2/3 complete, saturate backfill with water and repeat until no more can be absorbed.
5. Place and compact remainder of backfill and water again with a minimum of 10 gallons of water.
6. Volcanic rock shall be placed to a depth of 3 inches to cover the entire tree pit area prior to replacing the tree grate. Mulch shall not be necessary when volcanic rock is used.
7. Volcanic rock shall not be placed in tree pits without tree grates. Instead, mulch shall be placed to a depth of 3 inches to cover the entire tree pit if there is no tree grate. No weed barrier fabric will be required for tree planting.
8. Trunk collars for trees in tree pits with tree grates shall not be installed unless directed by the Engineer. Trunk collars must be installed in tree pits with no grates.

Trees in Medians

Excavation:

1. Existing mulch must be raked back in advance of excavation and reinstalled and/or replenished upon completion of tree installation.
2. Where an existing irrigation system is present, Contractor shall use due and reasonable care not to damage the existing irrigation system and/or City infrastructure. Contractor shall be held responsible for any damage to the existing irrigation system and shall restore or repair at the Contractor's expense.
3. Where surrounding plant material (shrubs, perennials, bulbs, etc) is present, Contractor shall use due and reasonable care not to damage the surrounding plants. Any disturbed plant material shall be restored upon completion of planting operation. Contractor shall be held responsible for any damage to surrounding plant material and shall replace in kind, if damaged as determined by the Engineer, at the Contractor's expense.
4. Excavation of median shall occur at the time of tree planting. Stump grinding equipment cannot be used for stump removal, unless approved by CDOT. Excavation by auger or other mechanical means is not acceptable. Hand digging of all planting holes is required. Excavated medians shall not be left open. Excavation for tree planting shall include the removal of all soil from the median dimensions to a depth of at least three (3) feet and no more than three and one half (3-1/2) feet with vertical sides at the edge of the pit. Excavate with sides vertical, bottom flat but with high center for drainage. Deglaze sides.
5. The depth of the hole shall be such that the top of the root ball is slightly higher than soil level (see Drawings).
6. Remove all excavated subsoil from the site and dispose of legally. Do not backfill excavation with subsoil. Disposal of excavated subsoil will not be paid for separately but will be included in the unit price of Tree Planting in Urban Structures.
7. All soil shall be stockpiled for reuse or as otherwise directed (see Backfill).

Planting:

1. Set plants on sub grade in excavation with graft and flare of root ball slightly higher than soil level in median allowing space for mulch.
2. Untie all cords binding burlap to trunk. Remove all burlap and wire baskets from top 1/3 of the root ball.
3. Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling.
4. When backfilling is approximately 2/3 complete, saturate backfill with water and repeat until no more can be absorbed.
5. Place and compact remainder of backfill and water again with a minimum of 10 gallons of water.
6. Trunk collars for trees in tree medians shall not be installed unless directed by the Engineer.

7. Mulch shall be placed back to a depth of 3 inches. No weed barrier fabric will be required for tree planting.

Method of Measurement:

- a. Planting Trees in Urban Structures will be measured for payment in place per each individual tree planted within a tree pit or median at the time of initial tree installation. No additional payment will be made for establishment work or replacement planting.
- b. Tree Planting will be measured for payment as specified in Tree Planting.

Basis of Payment. This work will be paid for at the contract unit price per each for **TREE PLANTING IN URBAN STRUCTURES** for which price shall include the cost of all additional materials, equipment, labor, removal, disposal and incidentals required to complete the tree planting in urban structures as specified herein and to the satisfaction of the Engineer.

The installation of individual trees shall be paid for at the contract unit price per each for TREES of the species and size as specified in TREE PLANTING.

SUPPLEMENTAL WATERING

Scope: This work will include watering trees at the rate specified and as directed by the Engineer. This work shall be performed on existing trees that were installed in 2015. See the plans for locations of trees requiring supplemental watering.

Schedule: Water trees once a week throughout the growing season (April 1 to November 30). The Engineer will adjust these rates as needed depending upon weather conditions.

Watering must be completed in a timely manner. Water trees before the trees show signs of water stress. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 36 hours of notice. A minimum of 4 units of water per day must be applied until the work is complete. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

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

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

Trees: 30 gallons per tree

Method of Application: The water shall be applied to individual plants in such a manner that the plant shall be saturated without allowing the water to overflow beyond the water saucer. Watering of plants in beds shall be applied in such a manner that all plant are uniformly saturated without allowing the water to flow beyond the periphery of the bed. The Contractor

must supply metering equipment as needed to assure the specified application rate of water. The plants to be watered and the method of application will be approved by the Engineer.

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

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

TREE CARE

Description: This work shall consist of weeding, replenishing mulch, debris removal and disposal, insect control, pruning, edging, and other plant care work items for each work cycle as described herein and as directed by the Engineer. This work shall be performed on existing trees that were installed in 2015. See the plans for locations of trees requiring tree care. The work required for each work cycle shall be scheduled to be complete and acceptable at the time of inspection.

Inspection Date: Tree care will be inspected on the date specified in the CALENDAR OF LANDSCAPE CONSTRUCTION AND ESTABLISHMENT WORK in the plans. The work required for each work cycle must be 100 percent complete on the inspection date. Partial inspections will not be made.

Work Cycle Requirements:

- Tree beds and tree saucers must be 100 percent weed-free and clear of debris to be acceptable. Control weeds in planting beds by pulling entire plant and roots.
- Dead branches, sucker growth and broken or objectionable branches on trees must be pruned prior to bud break or when dormant.
- Dead plants must be removed and properly disposed of.
- Plants shall be free of insect infestations and sprayed if necessary.
- Hardwood mulch must be replenished to maintain a 3 inch depth around trees. Mulch shall be kept 6" away from the trunk of the tree. Do not build volcanoes around the tree. Mulch shall not exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones and clods. (Mulch shall be approved by the Engineer prior to placement. Provide mulch samples for CDOT trees and UIC trees).
- Beds and tree saucers must have a neatly spaded edge between the mulched bed or saucer and the turf.
- All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance.
- Mulch must be raked out of surrounding turf or swept off of the surrounding hardscape (sidewalks/streets/curbs/etc.).
- Remove any litter found within the area.
- Remove any debris caught in trees without damaging plant.
- All debris that results from this operation shall be removed from the right-of-way and disposed of in accordance with Article 202.03 at the end of each day.

Method of Measurement: This work will be measured for payment as each tree (shade, intermediate, or evergreen) cared for to the satisfaction of the Engineer on the inspection date

specified in the plans. Measurement for payment of this work will be performed on the inspection date specified in the plans. If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work on the inspection date. Work that is not acceptable on the inspection date will not be measured for payment. Individual trees within a bed will not be measured for payment if any portion of the tree bed has not been cared for to the satisfaction of the Engineer. Each TREE CARE work cycle specified in the CALENDAR OF LANDSCAPE CONSTRUCTION AND ESTABLISHMENT WORK in the plans will be measured separately for payment.

Basis of Payment: This work will be paid for at the contract unit price each for TREE CARE, which price shall include all materials, equipment, labor, tools, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

WORK ORDERS

The Engineer will issue written work orders to the Contractor that authorize work in specific areas. The work orders shall be issued by the Engineer to the Contractor at the Engineer's office or at a location approved by the Engineer. Work orders will be prepared by the Engineer on forms established for this purpose. A sample of this form is included in this contract.

No work may be started by the Contractor until the Engineer has signed and dated the AUTHORIZATION OF WORK ORDER on the work order, and the Contractor has reviewed the work order and signed the AGREEMENT TO WORK on the work order. If the Contractor does not agree to the work order, they must provide a written statement detailing their concerns within two calendar days of when the Engineer signed the AUTHORIZATION OF WORK ORDER.

Each work order will show the date issued to the Contractor, work order number, work location, description of work, and quantity of work to be completed. Only the work included on the work order is to be done by the Contractor. Any work completed by the Contractor but not included on the work order will not be measured for payment by the Engineer. All work orders must be completed within 45 days of the date that the Engineer signed the AUTHORIZATION OF WORK ORDER unless the Engineer has granted a written extension of time. Work orders may be distributed by the Engineer as early as the preconstruction meeting, but no later than April 15, 2016.

The Contractor shall complete all authorized work and sign the CERTIFICATION OF COMPLETED WORK and return the **original** work order to the Engineer no later than **May 31, 2016** for tree planting work.

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, and the State Standards.

Daily arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards and the direction of the Engineer. The Contractor shall request and gain approval

from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at (847-705-4470) seventy-two (72) hours in advance of all long term (24 hrs. or longer) lane closures.

Arterial lane closures will only be permitted during the off-peak traffic volume hours. Peak traffic volume hours are defined as weekdays (Monday through Friday) from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM.

Full closure of any arterial lanes will only be permitted for a maximum period of 15 minutes during the off-peak traffic volume hours. During full roadway closures, the Contractor will be required to reduce the roadway to only one open traffic lane in the affected direction of travel using the appropriate State Standard. Police forces shall be notified and requested to close the remaining lane to facilitate the necessary work activities. The Contractor shall notify the District One Arterial Traffic Control Supervisor at (847) 705-4470 seventy-two (72) hours in advance of the proposed road closure.

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

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985
Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

PUBLIC CONVENIENCE AND SAFETY (DISTRICT 1)

Effective: May 1, 2012
Revised: July 15, 2012

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

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

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

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

STANDARDS:

701006, 701101, 701427, 701501, 701601, 701701, 701801, 701901

SPECIAL PROVISIONS:

Public Convenience and Safety (District 1)
Maintenance of Roadway
Work Zone Traffic Control
Post Mounting of Signs
Traffic Control Deficiency Deduction
Truck Mounted/Trailer Mounted Attenuators

DETAILS:

(TC-10) Traffic Control and Protection for Side Roads, Intersections, and Driveways
(TC-22) Arterial Road Information Sign

WORK ZONE TRAFFIC CONTROL

This Special Provision amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

701.07 - Method of Measurement: Revise this Article to read:

"Traffic Control and Protection will not be measured for payment."

701.08 - Basis of Payment: Revise this Article to read:

"(a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

(b) Work or revisions in the phasing of construction or maintenance operations may require traffic control to be installed in accordance with a Standard other than those included in the plans. In such cases, the Standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added Standards will be according to Article 109.04. Revisions or modifications to increase the traffic control protection shown in the contract shall be submitted by the Contractor for approval by the Engineer. A reduction of the traffic control shown in the contract will not be allowed."

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BDE SPECIAL PROVISIONS
For the November 6, 2015 Letting

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
	80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
	80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
	80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
	80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
	80241	6	Bridge Demolition Debris	July 1, 2009	
	50261	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50531	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80360	11	Coarse Aggregate Quality	July 1, 2015	
	80310	12	Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
	80341	13	Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
	80198	14	Completion Date (via calendar days)	April 1, 2008	
	80199	15	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293	16	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
	80294	17	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
	80311	18	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
	80334	19	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
	80277	20	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
	80261	21	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80335	22	Contract Claims	April 1, 2014	
	80029	23	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
	80358	24	X Equal Employment Opportunity	April 1, 2015	
	80265	25	Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
	80229	26	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
	80329	27	Glare Screen	Jan. 1, 2014	
	80304	28	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
	80246	29	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
	80322	30	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
	80323	31	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
	80347	32	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
	80348	33	Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
	80315	34	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
	80351	35	Light Tower	Jan. 1, 2015	
	80336	36	Longitudinal Joint and Crack Patching	April 1, 2014	
	80324	37	LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
	80325	38	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
	80045	39	Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80342	40	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
	80165	41	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
*	80361	42	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	
	80337	43	Paved Shoulder Removal	April 1, 2014	
	80349	44	Pavement Marking Blackout Tape	Nov. 1, 2014	
	80298	45	Pavement Marking Tape Type IV	April 1, 2012	
	80254	46	Pavement Patching	Jan. 1, 2010	
	80352	47	Pavement Striping - Symbols	Jan. 1, 2015	
	80359	48	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
	80353	49	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
	80338	50	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
	80343	51	Precast Concrete Handhole	Aug. 1, 2014	

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File Name	#		Special Provision Title	Effective	Revised
	80300	52	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
	80328	53	Progress Payments	Nov. 2, 2013	
	34261	54	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157	55	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
	80306	56	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
	80350	57	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
	80327	58	Reinforcement Bars	Nov. 1, 2013	
	80344	59	Rigid Metal Conduit	Aug. 1, 2014	
	80354	60	X Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
	80340	61	Speed Display Trailer	April 2, 2014	
	80127	62	Steel Cost Adjustment	April 2, 2004	July 1, 2015
	80317	63	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
	80355	64	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
	80301	65	X Tracking the Use of Pesticides	Aug. 1, 2012	
	80356	66	Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
	20338	67	Training Special Provisions	Oct. 15, 1975	
	80318	68	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
	80345	69	Underpass Luminaire	Aug. 1, 2014	April 1, 2015
	80357	70	Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
	80346	71	Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
	80288	72	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
	80302	73	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
	80289	74	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
	80071	75	Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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