

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting September 21, 2007

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 62699
COOK County
Section 2003-106-LS
District 1 Construction Funds
Route FAI 80/94**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

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

**Contract No. 62699
COOK County
Section 2003-106-LS
Route FAI 80/94
District 1 Construction Funds**

Landscaping along westbound I-80/94 from IL Route 394 to the Illinois/Indiana State line in South Holland and Lansing.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 62699

State Job # - C-91-079-04
 PPS NBR - 1-73514-0210
 County Name - COOK--
 Code - 31 - -
 District - 1 - -
 Section Number - 2003-106-LS

Project Number

Route
 FAI 80/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2C026G3	T-CELTIS OCCID CG 3G	EACH	110.000				
A2C035G3	T-JUGLANS NIGRA CG 3G	EACH	110.000				
A2C040G3	T-PLAT OCCID CG 3G	EACH	50.000				
A2C041G3	T-OSTRYA VIRGIN CG 3G	EACH	75.000				
A2C049G3	T-QUERC ALBA CG 3G	EACH	65.000				
A2C050G3	T-QUERC BICOL CG 3G	EACH	50.000				
A2C053G3	T-QUERCUS IMBRI CG 3G	EACH	55.000				
A2C056G3	T-QUERC MACR CG 3G	EACH	120.000				
A2C061G3	T-QUERC RUBRA CG 3G	EACH	55.000				
A2000116	T-ACERX FREM AB 2	EACH	10.000				
A2001816	T-ACER SACR GM 2	EACH	16.000				
A2002016	T-AESCLUS GLA 2	EACH	5.000				
A2002916	T-CELTIS OCCID 2	EACH	26.000				
A2004616	T-GLEDIT TRI IN 2	EACH	9.000				
A2004618	T-G TRIACANTHOS 3G	EACH	50.000				

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Project Number

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 FAI 80/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2005116	T-JUGLANS NIGRA 2	EACH	7.000				
A2005316	T-LIQUDAMB STYR 2	EACH	7.000				
A2006318	T-P SEROTINA 3 GAL	EACH	20.000				
A2006416	T-QUERCUS ALBA 2	EACH	1.000				
A2006514	T-QUERCUS BICOL 1-3/4	EACH	5.000				
A2006714	T-QUERCUS MACR 1-3/4	EACH	32.000				
A2007114	T-QUERCUS RUBRA 1-3/4	EACH	8.000				
A2007916	T-TILIA AMER RD 2	EACH	14.000				
A2008168	T-TILIA CORD GS MS 7'	EACH	7.000				
A3003310	T-FRAXIN AMER 1-1/4BR	EACH	15.000				
A3005010	T-GYMNO DIO 1-1/4BR	EACH	20.000				
B2000964	T-AMELAN LAEV CL 5'	EACH	26.000				
B2001164	T-CERCIS CAN CL 5'	EACH	5.000				
B2002264	T-CRAT VIR WK CL 5'	EACH	17.000				
B2003366	T-MALUS DW CL 6'	EACH	20.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
B2005416	T-PRUN VR SH TF 2	EACH	14.000				
B2006216	T-SYRING RET TF 2	EACH	16.000				
C2000524	S-ARONIA MELAN 2'	EACH	65.000				
C2001524	S-CORNUS RACEMOSA 2'	EACH	242.000				
C2007118	S-ROSA JENS MK 18	EACH	36.000				
C2007218	S-ROSA KNOCKOUT 18	EACH	25.000				
C2008718	S-ROSA RUG A-PLN 18	EACH	33.000				
C2012448	S-VIBURN LENT 4'	EACH	17.000				
C2012824	S-VIBURN TRIL 2'	EACH	45.000				
C3005924	S-RHUS GLABRA 2'BR	EACH	655.000				
C3006024	S-RHUS TYPHINA 2'BR	EACH	50.000				
D2003860	E-THUJA OCC TEC 5'	EACH	3.000				
E20200G1	V-PARTHEN QUINQ 1G	EACH	1,418.000				
K0026700	TREE CARE	EACH	2,122.000				
K0026810	SHRUB CARE	EACH	2,342.000				

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Project Number

Route
 FAI 80/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
K0026820	VINE CARE	EACH	4,886.000				
K0030450	PERENNIAL PL DAF BULB	UNIT	4.000				
K1004469	PERENNIAL PLANTS P-TY	UNIT	9.000				
K1005465	SELECT MOWING STAKES	EACH	8.000				
MX032651	MULCH PLACEMENT 100	SQ M	647.000				
MX032675	PERENNIAL PLANT CARE	SQ M	1,440.000				
MX032680	WEED CONTR PRE-EM GRN	KG	274.000				
MX033189	WEED CONT N SEL/N RES	LITER	20.000				
MX033323	COARSE SAND PLACE 100	SQ M	437.000				
M2011300	TREE PRUN 25-250	EACH	15.000				
M2011350	TREE PRUN OVER 250	EACH	24.000				
M2011700	SUPPLE WATERING	UNIT	180.000				
M2114100	COMPOST F & P 100	SQ M	867.000				
M2500310	SEEDING CL 4	HA	0.100				
M2500750	MOWING	HA	21.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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 CONTRACT
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 County Name - COOK- -
 Code - 31 - -
 District - 1 - -
 Section Number - 2003-106-LS

Project Number

Route
 FAI 80/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
M2503310	INTERSEED CL 4	HA	0.200				
M2510630	EROSION CONTR BLANKET	SQ M	5,070.000				
X0301407	PERENNIAL PLT-GAL POT	UNIT	22.000				
67000400	ENGR FIELD OFFICE A	CAL MO	12.000				
67100100	MOBILIZATION	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102625	TR CONT & PROT 701606	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				

CONTRACT NUMBER

62699

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

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

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

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

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

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

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

RETURN WITH BID

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. Addenda

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

J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
% or \$ value of ownership/distributable income share: _____

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

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

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

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

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____

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- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60 % of the Governor's salary as of 7/1/01) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

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

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

APPLICABLE STATEMENT

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

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

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

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

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ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Other Contracts &
Procurement Related Information
Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

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SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

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**Contract No. 62699
COOK County
Section 2003-106-LS
Route FAI 80/94
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

**Contract No. 62699
COOK County
Section 2003-106-LS
Route FAI 80/94
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

Firm Name _____
By _____
(IF A CO-PARTNERSHIP) Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____
By _____
Signature of Authorized Representative

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

Corporate Name _____
By _____
Signature of Authorized Representative

Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE) Attest _____
Signature
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We
as PRINCIPAL, and

held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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. 62699
COOK County
Section 2003-106-LS
Route FAI 80/94
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., September 21, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

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

**Contract No. 62699
COOK County
Section 2003-106-LS
Route FAI 80/94
District 1 Construction Funds**

Landscaping along westbound I-80/94 from IL Route 394 to the Illinois/Indiana State line in South Holland and Lansing.

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

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

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

By Order of the
Illinois Department of Transportation

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
Adopted January 1, 2007

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of FAI-80/94 (Kingery Expressway), Section: 2003-106 LS, in Cook County, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

FAI-80/94 (Kingery Expressway)

SECTION: 2003-106 LS

COOK COUNTY

CONTRACT NO.: 62699

LOCATION OF PROJECT

The project begins at the interchange of FAI 80/294 and FAI 94 in Cook County, Illinois and extends in an easterly direction along FAI 80/94 to the Illinois/Indiana state line and includes work along FAI 94 north to the intersection with 159th Street.

The project is located in the Villages of Lansing and South Holland in the County of Cook.

DESCRIPTION OF PROJECT

The project consists of enhancement landscaping for the entire net length of this project. The work to be performed under this contract includes various tree, perennial plant and shrub plantings, tree pruning, seeding, sodding, mulching and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

COMPLETION DATE PLUS GUARANTEED WORKING DAYS

Effective: September 30, 1985

Revised: November 1, 1995

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

"When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, **June 1, 2008** except as specified herein.

The Contractor will be allowed to complete the planting of the bulbs as described in the Gateway Detail, all clean-up work and punch list items within 10 guaranteed working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 of the Standard Specifications or the Special Provision for Failure to Complete the Work on Time, if included in this contract, shall apply to both the completion date and the number of working days.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

STANDARDS:

701001, 701006, 701011, 701101, 701106, 701301, 701311, 701400, 701401, 701426,
701601, 701501, 701606, 702001

DETAILS:

TC-17 DISTRICT 1 TRAFFIC CONTROL DETAILS FOR FREEWAY SHOULDER
CLOSURES PARTIAL RAMP CLOSURES
TC-18 SIGNING FOR FLAGGING OPERATIONS AT WORK ZONE OPENINGS

SPECIAL PROVISIONS:

TRAFFIC CONTROL PLAN
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC
FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC
REFLECTIVE SHEETING ON CHANNELIZING DEVICES

SUPPLEMENTAL SPECIAL PROVISIONS:

NONE

RECURRING SPECIAL PROVISIONS:

WORK ZONE PUBLIC INFORMATION SIGNS

WORK RESTRICTIONS

The Contractor, the Erosion and Sediment Control Manager, and all sub-contractors are required to attend an Erosion and Sediment Control/Environmental Training meeting. The Department will present this meeting at a location to be determined by the Department. No work shall be performed on the contract before this meeting has taken place and all erosion control and environmental issues have been completed to the satisfaction of the Engineer.

WORK ZONE TRAFFIC CONTROL

This item shall be as contained in Section 701 of the Standard Specifications except as follows:

Traffic control on the expressways and their ramps will not be measured for payment for this contract. Standards 701400 and 701401 and District Details TC17 Traffic Control for Shoulder Closures and Partial Ramp Closures and TC18 Signing and Flagging Operations at Work Zone Openings will not be measured for payment whenever their use is required.

CHANGEABLE MESSAGE SIGNS

This item shall be as contained in Articles 701.15(j) and 1106.02(i) of the Standard Specifications except as follows:

"This message panel shall also be capable of being controlled by an IBM compatible computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the engineer. The Contractor will also be required to promptly reprogram the computer to provide all messages as directed by the Engineer".

(One) sign will be required for this contract.

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Effective: March 22, 1996

Revised: February 9, 2005

Whenever work is in progress on or adjacent to an expressway, 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, the State Standards and the District Freeway details. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

LOCATION: Kingery from IL 394 to State Line, Bishop Ford, IL 394

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday - Thursday	1-lane (in 4+ lane Section)	7:00 PM	to	5:00 AM
	1-lane (in 3 lane Section)	9:00 PM	to	5:00 AM
	1-lane (in 2 lane Section)	11:00 PM	to	5:00 AM
Friday	1-lane (in 4+ lane Section)	9:00 PM	to	10:00 AM
	1-lane (in 3 lane Section)	10:00 PM	to	9:00 AM
	1-lane (in 2 lane Section)	11:59 PM	to	7:00 AM
Saturday	1-lane (in 4+ lane Section)	8:00 PM	to	11:00 AM
	1-lane (in 3 lane Section)	9:00 PM	to	11:00 AM
	1-lane (in 2 lane Section)	11:00 PM	to	9:00 AM

In addition to the hours noted above, temporary shoulder and partial ramp closures are allowed weekdays between 9:00 AM and 3:00 PM.

Narrow lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

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

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) within a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a half (1/2) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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

Traffic control in accordance with Details TC17 Traffic Control for Shoulder Closures and Partial Ramp Closures and TC18 Signing and Flagging Operations at Work Zone Openings and any lane closures on the expressways will not be measured for payment.

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Rev. 2-09-05

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

One lane or ramp blocked = \$2,000

Two lanes blocked = \$5,000

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

INSPECTION OF MATERIALS FOR PLANTING

(Effective: January 1, 1998, Revised June 16, 1998)

Add the following to the end of Article 1081.01(c)(1) of the Standard Specifications:

The Contractor shall provide the Engineer 30 calendar days advance notice of the plant material to be inspected.

Add the following to Article 1081.01(c) of the Standard Specifications:

- (4) The Contractor shall retain the services of a Registered Landscape Architect approved by the Engineer, or similarly qualified independent professional approved by the Engineer, to inspect plant material grown in nurseries located outside of the State of Illinois. Inspection of plant material shall be made at the nursery and must be made in the field (or in storage houses) of the nursery supplying the material.

The Contractor shall submit a request for the approval of an independent plant material inspector to the Engineer and the request shall contain the following information:

- A statement that the plant material inspector is not employed by the Contractor or is not a consultant to the Contractor for other purposes.

- A description of professional qualifications.
- Professional license number and date of expiration if a license is required for the profession.

The request for approval of a plant material inspector shall be submitted sufficiently in advance of actual need in order to allow for review by the Department and other agencies.

The Engineer will require a minimum of up to 30 calendar days for review of the request after receipt of the submittal by the Department. The review may involve rejection or resubmittal, in which case, the time for review may increase if submittals do not contain sufficient detail.

The independent plant material inspector shall be approved by the Engineer in writing before proceeding with the inspection of plant material.

This work will not be paid for separately, but will be included in the unit price bid for the plant material items.

SELECTIVE MOWING STAKES

(Effective: January 1, 1998, Revised March 27, 1998)

This work shall be done in accordance with Article 250.05 of the Standard Specifications with the following addition:

On the selective mowing stakes, as shown on the plans and as directed by the Engineer, the Contractor shall furnish materials, labor and equipment to attach a 250mm x 450mm (10" x 1'-6") aluminum sign with one of the following texts:

1. Wetland
2. Prairie Plants
3. Wildflowers
4. Seedlings

The text of the sign should be appropriate to the area being delineated with selective mowing stakes. The signs shall be permanently attached to the stakes by a method approved by the Engineer. The signs will be provided by the Department and shall be picked up by the Contractor from the District One Roadside Development Architect in Schaumburg, IL. Scheduling the pickup of the signs can be arranged by contacting the District One Roadside Development Unit at telephone (847)705-4171. The cost of picking up and attaching the signs to the selective mowing stakes will not be paid for separately, but shall be included in the contract unit price for SELECTIVE MOWING STAKES.

GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING

Effective Sept. 13, 2002

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

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

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

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

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

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

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

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

Responsibility for Prevention of Damage to Private Property: The Contractor shall, at all times, exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, vegetable crops, farm crops, orchard or desirable plants adjacent to the roadside.

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

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

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

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

SUPPLEMENTAL WATERING

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

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

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

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

Turf and Perennial Plants:	3 gallons per square foot (122 liters per square meter)
Trees:	10 gallons per tree (38 liters per tree)
Shrubs:	3 gallons per shrub (12 liters per shrub)
Seedlings:	2 gallons per seedling (8 liters per seedling)
Ornamental Grasses:	2 gallons per square foot (122 liters per square meter)
Groundcovers and Vines:	2 gallons per square foot (122 liters per square meter)

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

Method of Measurement. Supplemental watering will be measured in units of 1000 gallons (3785 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 as specified.

MOWING

Description: This work shall consist of mowing turf grass areas to a height not more than 75 mm (3 inches). Turf grass shall include only those areas sodded and seeded with Seeding Class 2A as shown on prior roadway reconstruction plans. These plans will be made available at the preconstruction meeting.

Schedule: Mowing will be directed by the Engineer.

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

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

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

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

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

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

MULCH PLACEMENT FOR EXISTING WOODY PLANTS

This work shall be done in accordance with the applicable portion of Section 253.02 (c) and Section 1081.06 of the Standard Specifications for Road and Bridge Construction.

Description: This work shall consist of furnishing, transporting, and spreading an approved shredded hardwood bark mulch to the depth specified in areas as shown in the plans or as directed by the Engineer.

Material: Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark meeting the following requirements:

- Material shall be free of sticks, leaves, stones, dirt clods, and other debris.
- Individual wood chips shall not exceed 2 inches (50 mm) in the largest dimension.

A mulch sample and request for material inspection must be supplied to the Engineer for approval prior to performing any work 72 hours prior to application.

Method: The grade, depth, and condition of the area must be approved by the Engineer prior to placement.

The Contractor shall remove all weeds, litter and plant debris before mulching. Pre-emergent herbicide, if specified, shall be applied prior to the placement of shredded mulch. The Contractor shall prepare a neatly spaded edge between the landscaped bed and/or tree ring and the turf. The Contractor shall repair the grade by raking and adding topsoil as needed, before mulching.

The shredded mulch shall be placed according at the required depth as specified in the plans for planting trees, shrubs, vines and perennial plants. Care shall be taken not to bury leaves, stems, or vines under mulch material. Mulch shall not be in contact with the base of the trunk.

All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance.

After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas.

Method of Measurement: Mulch placement will be measured in place to the depth specified in square yards (square meters). Areas not meeting the depth specified shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per square yard (square meter) for MULCH PLACEMENT, of the thickness specified. Payment shall include all costs for materials, equipment and labor required to complete the work specified herein, including the cost of removing and disposing of any debris. Any mulch placement included as part of the work in other work items will not be measured separately for payment. Pre-emergent herbicide, if required, shall be paid for separately.

WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

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

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

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

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

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

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

WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL

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

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

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

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

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

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

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

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

Application Rate: The Roundup or equal non-selective and non-residual herbicide shall be applied at the rate of one (1) gallon per acre (0.022467 liter per square meter).

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

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

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

COARSE SAND PLACEMENT

Description: This work shall consist of furnishing, transporting, spreading, and incorporating Coarse Sand (FA 2) into the soil in areas shown on the plans and as directed by the Engineer.

Materials: Materials shall meet the requirements of the following Article of Section 1000 – Materials:

Item	Article / Section
(a) Fine Aggregate.....	1003.04

Method: Coarse Sand shall not be placed until the area designated has been shaped, trimmed, and finished in accordance with Section 212 of the Standard Specifications and any required placement of Topsoil has been completed. Prior to Coarse Sand placement, the area shall be disked or raked to a minimum depth of 4 inches (100 mm) and all debris and loose stones removed. The grades and condition of the area must be approved by the Engineer prior to Coarse Sand placement.

The Coarse Sand shall be placed in the planting beds to the depth specified. After the Engineer verifies that the proper Coarse Sand depth has been applied, the Contractor shall completely incorporate the sand into the soil to a minimum depth of 6 inches (150 mm) by raking, disking, or roto tilling to amend the existing topsoil.

After the Coarse Sand has been incorporated into the soil, any debris or piles of unincorporated material shall be immediately removed from the right-of-way and the area finished to the lines and grades shown on the plans and approved by the Engineer. Disposal of material shall be done in accordance with Article 202.03.

Method of Measurement: Coarse Sand Placement will be measured in square yards (square meters) at the location shown in the plans and as directed by the Engineer prior to incorporation into the soil.

Basis of Payment: This work will be paid for at the contract unit price per square yards (square meters) for COARSE SAND PLACEMENT of the thickness specified. Payment shall include all costs for materials, equipment, and labor required to complete the work specified herein.

PLANTING WOODY PLANTS (MODIFIED)

Effective: January 1, 2007

Revised: November 21, 2006

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

Article 253.03 Spring-only plants in containers are not limited to spring planting

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

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

Delete the fourth paragraph of **Article 253.10** and substitute the following:

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

Add the following to **Article 253.10(e)**:

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

Delete **Article 253.11** and substitute the following:

Within 72 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. See specification for Weed Control, Pre-Emergent Granular Herbicide. Mulch shall not be in contact with the base of the trunk.

Delete **Article 253.12** and substitute the following:

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

Add the following to **Article 253.13** Bracing:

Trees required to be braced shall be braced within 72 hours of planting.

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

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

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

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

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

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

Revise Article **253.16** of the Standard Specifications to read:

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

Revise **Article 253.17** of the Standard Specifications to read:

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

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

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

WOODY PLANT CARE

Description: This work shall consist of weeding, replenishing mulch, debris removal and disposal, insect control, pruning, edging, removal of tree stakes and wires from replacement trees, and other plant care work items for each work cycle as described herein and as directed by the Engineer. The work required for each work cycle shall be scheduled to be complete and acceptable at the time of inspection.

Inspection Date: Woody plant care will be inspected on the date specified in the CALENDAR OF 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, shrub beds, vine beds, and tree saucers must be 100 percent weed-free and clear of debris to be acceptable.
- Dead branches, sucker growth and broken or objectionable branches must be pruned.
- Dead plants must be removed and properly disposed of.
- Wood mulch must be replenished to maintain a 4 inch (100 mm) depth around woody plants.
- Plants must be sprayed to eliminate any insect infestation.
- Plantings that have been growing for one season must have all stakes, wires, tree wrap, and tags removed.
- Beds and tree saucers must have a neatly spaded edge between the mulched bed or saucer and the turf.
- Mulch must be raked out of turf surrounding the mulched bed or saucer.
- All debris which results from this operation must be removed from the right-of-way at the end of each day.

Method of Measurement: This work will be measured for payment as each tree (shade, intermediate, or evergreen), each shrub, and each vine 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 shrubs/trees within a shrub bed will not be measured for payment if any portion of the shrub/trees bed has not been cared for to the satisfaction of the Engineer. Each tree care and shrub care work cycle specified in the CALENDAR OF 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, SHRUB CARE, and VINE CARE which price shall include all materials, equipment, and labor necessary to complete the work specified.

PERENNIAL PLANT CARE

Description: This work shall consist of weeding, replenishing mulch, trimming and other perennial plant care work items for each work cycle as described herein and as directed by the Engineer. The work required for each work cycle shall be scheduled to be complete and acceptable at the time of inspection.

Inspection Date: Perennial plant care will be inspected on the date specified 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:

- Perennial plant beds must be 100 percent weed-free and clear of litter and debris to be acceptable. Control weeds in landscaped areas by pulling the entire plant and roots. (The Contractor may apply a pre-emergent herbicide, approved by the Engineer, during Spring perennial plant care cycles).
- Dead flowers must be trimmed and removed.
- Shredded mulch must be replenished to maintain a three-inch (75 mm) depth around perennial plants. (Mulch must be approved by the Engineer prior to placement).
- Plants must be free of insect infestations and sprayed if necessary.
- Beds must have a neatly spaded edge between the mulched bed and the turf.
- Mulch must be raked out of turf surrounding the mulched bed.
- All debris that results from this operation must be removed from the right-of-way and disposed of in accordance with Article 202.03 at the end of each day.
- Trim dead tips of ground covers.

Method of Measurement: The work will be measured for payment of surface area cared for to the satisfaction of the Engineer on the inspection date specified in the plans. The area will be computed in square meters. 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 perennial plant areas within a perennial plant bed will not be measured for payment if any portion of the perennial plant bed has not been cared for to the satisfaction of the Engineer. Each perennial plant care work cycle specified in the plans will be measured separately for payment.

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

PLANTING PERENNIAL PLANTS

Add the following to Article 254.06 Layout of Planting:

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

Add the following to Article 254.07 Planting Procedures:

When planting perennials in bed areas shown on the plans or as directed by the Engineer, the following work shall be performed prior to planting:

- All existing turf shall be cut out 2 inches (50 mm) below the existing soil line, and disposed of as specified in Article 202.03.
- Spade a planting bed edge at approximately a 45 degree angle and to a depth of approximately 3-inches (75 mm) around the perimeter of the perennial bed. Remove any debris created in the spade edging process and dispose of as specified in Article 202.03.
- Fertilizer nutrients shall be added and applied to the perennial beds at a 5:3:2 ratio as follows:

Nitrogen Fertilizer Nutrients	90 lbs/acre (100 kg/ha)
Phosphorus Fertilizer Nutrients	54 lbs/acre (60 kg/ha)
Potassium Fertilizer Nutrients	36 lbs/acre (40kg/ha)

This fertilizer shall be tilled and cultivated into the soil to a depth of 6- inches (150 mm).
- Coarse sand (FA2) 28 lbs/sq. ft. (140 kg/sq m) shall be placed on the planting beds to a depth of 4-inch (100 mm) than tilled into the soil to a depth of 6-inches (150 mm) to amend the existing topsoil.

Delete the first sentence of Article 254.08 Mulching and substitute the following:

Within 24 hours, the entire perennial plant bed shall be mulched with 3 inches (75 mm) of fine grade Shredded Mulch. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing. Care shall be taken to place the mulch so as not to smother the plants.

Add the following to Article 254.08 Mulching:

Pre-emergent Herbicide shall be used in the perennial beds prior to the placement of mulch. See specification for Weed Control, Pre-emergent Granular Herbicide.

Delete Article 254.09 (b) and substitute the following:

Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed not less than twice a week for four weeks following installation. Water shall be applied at the rate of 2 gallons per square foot. Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering.

A spray nozzle that does not damage small plants must be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed.

Add the following Article 254.09 Period of Establishment:

During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed twice during the 30 day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be performed in any manner approved by the Engineer provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch disturbed by the weeding operation shall be replaced to its original condition. All debris that results from this operation must be removed from the right-of-way and disposed of at the end of each day in accordance with Article 202.03.

Add the following to Article 254.10 Method of Measurement:

- a) Disposal of sod and debris (rock, stones, concrete, bottles, plastic bags, etc.) removed from the perennial planting bed as specified in Article 202.03.
- b) Fertilizer nutrients will be measured for payment as specified in Article 250.09.
- c) Coarse sand (FA2) will be measured for payment as specified in Coarse Sand Placement.

Add the following to Article 254.11 Basis of Payment:

- a) Fertilizer will be paid for as specified in Article 250.10.
- b) Coarse sand (FA2) will be paid for as specified in Coarse Sand Placement.
- c) Pre-emergent Herbicide will be paid for as specified in Weed Control, Pre-emergent Granular Herbicide.

- d) Payment for Shredded Mulch shall be included in contract unit price of the perennial plant pay item..
- e) The unit price shall include the cost of all materials, equipment, labor, plant care, removal, disposal and incidentals required to complete the work a specified herein and to the satisfaction of the Engineer.

EROSION AND SEDIMENT CONTROL CALL OUT

Effective: January 1, 2003

This work shall consist of the short notice mobilization of a work crew for the purpose of maintaining and repairing critical erosion and sediment control items when required to respond to unpredictable events beyond the Contractor's control. Upon receipt of a written notification of the a Request for Erosion and Sediment Control Call Out (RESCCO) from the Engineer, the Contractor shall have until the end of the next Working Day to perform the required work.

If the required work is not performed by the end of the next Working Day, the Request for Erosion and Sediment Control Call Out will also be considered the warning for an Erosion and Sediment Control Deficiency Deduction (ESCDD). The Erosion and Sediment Control Deficiency Deduction will be dated 2 Working Days after the date on the Request for Erosion and Sediment Control Call Out. The Erosion and Sediment Control Deficiency Deduction will be enforced as described herein.

Contractor Action	Department Action
Receipt of RESCCO end of Day One.	Deliver RESCCO on Day One
Finish required Work end of Day Two.	Department measures work performed according to Erosion and Sediment Control Call Out Method of Measurement.
Finish required Work end of Day Three.	Department pays only standard pay items and does not apply to Erosion and Sediment Control Call Out Method of Measurement.
Finish required Work end of Day Four or later.	Department invokes ESCDD prior to Work Day Three, pays only standard work pay items, and does not apply to Erosion and Sediment Control Call Out Method of Measurement.

Any individual RESCCO will not be applied towards work whose contract prices total more than \$10,000 (ten thousand dollars) before the application of Article 280.06.

Method of Measurement. This work will not be measured for payment separately, but included in the items of work performed, when indicated in a Request for Erosion and Sediment Control Call Out. Each RESCCO will be paid at a rate of 1.1 units for every 1.0 units of work measured and performed.

Basis of Payment. This work will be paid for at the contract unit price for the work items performed, measured as specified and will not be paid for separately

EROSION AND SEDIMENT CONTROL SCHEDULE

Effective: January 1, 2003

This Special Provision revises Section 108 (Prosecution and Progress) of the Standard Specifications for Road and Bridge Construction, creating a requirement that erosion and sediment control work items be included in the overall Progress Schedule.

Add the following to the end of the first paragraph of Article 108.02:

The Progress Schedule shall also include the following listed items. The erosion and sediment control components of the Progress Schedule shall be referred to as the Erosion and Sediment Control Schedule.

The Erosion and Sediment Control Schedule shall include the following:

- (a) Clearing of areas necessary for installation of perimeter controls specified in the Contract Documents.
- (b) Construction of perimeter controls specified in the Contract Documents.
- (c) Remaining clearing.
- (d) Roadway grading (including off-site work).
- (e) Structural Stabilization devices listed in the Storm Water Pollution Prevention Plan (SWPPP).
- (f) Winter shutdown date and probable days lost to incimate weather.
- (g) Seeding dates.
- (h) If applicable, utility installation and whether storm drains shall be used or blocked after construction.
- (i) Final grading, landscaping, and stabilization.
- (j) Removal of perimeter controls as required by plans.

EROSION AND SEDIMENT CONTROLS

Effective: January 1, 2003

This Special Provision revises Section 280 (Temporary Erosion Control) of the Standard Specifications for Road and Bridge Construction.

Include the following as the third paragraph of Article 280.01:

This work shall also include implementation and management of the approved Erosion and Sediment Control Schedules, method of operation weekly co-inspections, inspection following rainfalls, and preparation and adherence to the Erosion and Sediment Control Schedule. Removal of erosion and sediment control items will be by others in the future where shown on the Plans or as directed by the Engineer.

Revise Article 280.02 (f) to read:

- (f) Silt FenceArticle 1080.02

Add the following as Article 280.02:

- (k) Course Aggregate.....Article 1004.01 gradation CA-3
- (l) Geotextile Fabric.....Article 1080.03
- (m) Seeding Class 2A.....Article 250.07 & 1081.04
- (n) Excelsior Blanket.....Article 1081.10 (a)
- (o) Riprap, Gradation 3Article 1005.01
- (p) Sediment Control, Drainage Structure Inlet Filter.....Article 1080.08
- (q) Cellular Confinement Grid.....Article 1080.06

Delete Article 280.04 (b) and replace with:

- (b) Sediment Control, Silt Fence. This silt fence shall consist of a continuous silt fence adjacent to an area of construction to intercept sheet flow of water borne silt and sediment, and prevent it from leaving the area of construction.

The silt fence shall be supported on hardwood posts spaced on a maximum of 2.4 m (8 ft) centers. The bottom of the fabric shall be installed in a backfilled and compacted trench a minimum of 150 mm (6 in) deep, and securely attached to the hardwood post by a method approved by the Engineer. The minimum height above ground for all silt fence shall be 760 mm (30 in).

Add the following as Article 280.04:

- (h) Sediment Control, Stabilized Construction Entrance. This work shall consist of the furnishing of all equipment, labor, and materials necessary for the installation of the stabilized construction entrances as shown on the Plans or as directed by the Engineer. Construction entrances shall be used in conjunction with the stabilization of construction roads and other exposed areas to reduce or eliminate the tracking of sediment onto public right-of-ways or streets.

Topsoil shall be removed, geotextile fabric placed, and the cellular confinement grid installed and staked according to the manufacturer's recommendations. Stabilized construction entrances shall be built to the lines and dimensions shown in the details at the locations shown in the Plans, or as directed by the Engineer. The cells shall be filled with aggregate base course using gradation CA-3. The aggregate base course shall be placed within the cellular confinement grid using the methods and equipment recommended by the manufacturer. The aggregate base course shall be placed by applicable portions for Section 351 of the Standard Specification. All surface water flowing or diverted toward the construction entrance shall be accounted for either by installation of a pipe culvert under the entrance, or if piping is impractical, a mountable berm will be permitted.

Sediment Control, Stabilized Construction Entrance Removal. This work shall consist of the removal of a stabilized construction entrance and all items necessary for the removal of a stabilized construction entrance. This includes the under entrance pipe culvert or excess aggregate for the mountable berm, any aggregate radii abutting temporary pavement, cellular confinement grids, and all unnecessary aggregate within 5 m (16 ft) of the original lines and dimensions of which the entrance was constructed. All methods of removal shall be approved by the Engineer. Material shall be disposed of according to Article 202.03, or as directed by the Engineer.

- (i) Erosion Control, Temporary Pipe Slope Drain. This work shall consist of furnishing of the equipment, labor, and materials necessary for the installation, maintaining and removal of pipe, anchor devices, filter fabric, and flared end sections to convey surface runoff down the face of un-stabilized slopes to minimize erosion on the slope face. Temporary Pipe Slope Drain shall be used in conjunction with temporary berms that direct runoff into the temporary pipe slope drain flared end section located at the top of the embankment, for the length of the embankment.

The temporary pipe slope drain shall be constructed as shown in the plans and shall outlet into a sediment trap or basin, or a stable conveyance system that leads to a sedimentation device, as approved by the Engineer. The temporary pipe slope drain, inlet, and outlet shall be securely anchored to the slope in such a manner to prevent any movement laterally and vertically. All methods of anchoring shall be approved by the Engineer. All connections are to be watertight. A flared end section shall be attached to the inlet end of the pipe and shall be relocated each time the pipe is extended. The height of the temporary berm at the location of the temporary pipe slope drain shall be at least 2 times the diameter of the pipe. To prevent erosion around the flared end section, geotextile fabric will be placed under the flared end section and shall extend 2 meters (6 feet) in front of it and up the front face of the temporary berm. This work shall be installed as shown in the Plans or as approved by the Engineer.

At the end of each construction day, temporary berms at the top edge of the embankment shall be constructed and each temporary pipe slope drain will be extended and the inlet reinstalled. These temporary berms shall be constructed as shown on the Plans or as directed by the Engineer.

- (j) Erosion Control, Temporary Channel Diversion. This system consists of the furnishing of the equipment, labor, and materials required to install, maintain and remove the temporary channel diversion needed to carry the existing stream flow through or around a construction site while the permanent drainage structure is being installed. The temporary channel diversion will be stabilized as shown on the drawings and will be removed/filled once the permanent drainage structure is in place and stabilized.

All surfaces to be protected shall be graded and compacted. Prepared surfaces that become crusted shall be reworked to an acceptable condition prior to placing the geotextile fabric.

Geotextile Fabric Installation In-Stream. Geotextile fabric shall be applied with the length of roll laid parallel to the flow of the water. Start the installation with the initial strip placed in the center of the ditch to avoid an overlap in the center of the ditch. Where more than one width is required, lap joints shall be limited to one every 3 meters of width.

An anchor slot shall be placed at the upslope and downslope ends of the geotextile fabric perpendicular to the flow of water. At least 30 cm (12 in) of the end of the geotextile fabric shall be buried vertically in the anchor slot. The geotextile fabric shall be secured in the anchor slot by pins at 1 meter (3 feet) or less on center prior to burying. The soil shall be firmly compacted against the geotextile fabric in the anchor slot. This shall be accomplished by placing the geotextile fabric into the slot, folding it over to expose the underside, pinning the fabric through both layers, backfilling the anchor slot, and compacting the soil.

Pins shall be a 5 mm diameter x 450 mm (3/16 in x 18 in) long wire with a 40 mm (1.5 in) washer attached and shall be driven flush to geotextile fabric surface.

Successive lengths of geotextile fabric shall be overlapped at least 1 meter (3 feet) with the upstream length on top. Pin the overlap by placing 3 pins evenly spaced across the upslope end, center, and downslope end of the overlap, totaling 9 pins for each overlap. Check slots, oriented perpendicular to the flow of water, shall be constructed by placing a tight fold at least 20 cm (8 in) vertically into the soil spaced no more than 8 meters (27 feet) on center. Pin the geotextile fabric in the check slot at each edge overlap and in the center of the geotextile fabric.

Side edges of temporary diversion channel geotextile fabric shall terminate on horizontal shelves running parallel to the flow of water for the full length of the ditch. Edges of the geotextile fabric shall be pinned at 1 meter (3 feet) on center and buried in the Sediment Control, Silt Fence trench.

The Contractor shall maintain the temporary diversion channel until all work on the contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by any cause.

Restoration of the Temporary channel shall include cleaning any sediment from the channel and backfilling it with approved embankment.

The location of the temporary channel diversion shall be as shown in the plans, or as directed by the Engineer. Water shall not be diverted through the diversion channel until it is adequately protected with geotextile fabric.

- (k) Same-Day Stabilization. This work is to be implemented after the initial perimeter controls are in place and concurrently placed with the Contractor's daily operations. These critical areas shall be designated for Same-Day Stabilization as shown on the Plans.

Same-Day Stabilization may consist of either temporary erosion control measures or the permanent landscaping as indicated on the Plans. The permanent landscaping shall be implemented for the Same-Day Stabilization whenever possible. The placing of permanent landscaping intended to be removed at a later date shall receive prior approval by the Engineer. The Contractor shall stage his work so that portions of the slopes and ditches can be brought to finish grade, topsoil placed, and landscaped prior to the end of the workday, whenever possible.

In either case, the work zone must be left in such condition that the disturbed areas are stabilized. Temporary erosion control measures consist of tarps sufficiently staked to the

ground or other erosion controls approved by the Engineer. Measures shall be taken to control sediment -laden water and on-site runoff into dewatering or sedimentation devices on a daily basis.

The Contractor shall be responsible for coordinating his operations with the work of any subcontractors, to insure that stabilization is performed the same day that the disturbance occurs. The performance of Same-Day Stabilization is also subject to the penalties of the Erosion and Sediment Control Deficiency Deduction described herein.

- (l) Erosion Control, Diversion Dike and Temporary Ditch. This work shall consist of the construction and maintenance of a temporary ridge of compacted soil, located to intercept and divert runoff to a stabilized outlet or to intercept sediment-laden water and divert it to a sediment-trapping device. Diversion Dikes or Temporary Ditches shall be constructed to the lines and dimensions shown on the plans or as directed by the Engineer.

The diversion dike shall be stabilized through the use of Erosion Control Blanket and Temporary Erosion Control Seeding. Diversion dikes intended for use longer than one construction season may be seeded with Seeding Class 2A, or as directed by the Engineer. Excelsior Blanket shall be installed in the manner described for placement in ditches, with the direction of water flow being parallel to the length of the diversion dike.

The embankment used to construct the diversion dike shall be placed along an alignment which all trees, brush, stumps, and other obstructions have been removed that would interfere with the proper functioning of the diversion dike. The embankment shall be constructed by applicable portions for Section 205 of the Standard Specification.

- (m) Sediment Control, Dewatering Basins. This work shall consist of the construction, maintenance, and removal or filling and compacting of the dewatering basins. A dewatering basin shall be installed wherever the Contractor is removing and discharging water from excavated areas on the construction site and the water is not being routed through an adequately sized sediment trap or sediment basin, as determined by the Engineer. The purpose of the basin is to temporarily store the discharged water and to release it in a manner that causes the sediment-laden water to be filtered prior to release into a natural drainage way or stabilized conveyance. Dewatering basins shall be located above the water table whenever possible. Whenever possible the excavated material shall be placed in ring around the dewatering basin. An aggregate spillway consisting of class 3 riprap, shall be constructed as shown in the plan detail and lined with geotextile fabric.

The volume required to be stored is dependent upon the pumping rate and the amount of sediment in the water. Locations of the dewatering basins are as shown on the Plans or as approved by the Engineer. All methods of placing embankment must be approved by the Engineer.

Dewatering Basins shall be filled in or removed by a method approved by the Engineer. Whenever possible, the material excavated from the dewatering basin shall be the material returned to the dewatering basin. Final dewatering shall not be made directly into a stream or channel. All other fill materials shall require the approval of the Engineer. Material shall be disposed of according to Article 202.03, or as directed by the Engineer.

- (n) Sediment Control, Stone Outlet Structure Sediment Trap. This work shall consist of the furnishing all of the equipment, labor and materials required to install and maintain a stone outlet structure sediment trap, as shown on the Details in the Plans, or as directed by the Engineer. Riprap, placed over a geotextile fabric, shall be used to construct the stone outlet structure.
- (o) Sediment Control, Drainage Structure Inlet Filter. This work shall consist of the furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface storm water runoff at locations shown on the plans or as directed by the Engineer.

The Contractor shall inspect the work site and review the plans to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials. A detail drawing in the Plans depicts the drainage structure inlet filter assembly. A clean used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials.

The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure.

The drainage structure inlet filter assembly shall remain in place until the Engineer directs final removal of the assembly. The drainage structure inlet filter assembly shall remain the property of the Contractor.

Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. Periodic cleaning of the filter is paid for separately.

Add the following to Article 280.05:

Sediment Control, Silt Fence Maintenance shall consist of maintaining silt fence that has fallen down or become ineffective as a result of natural forces. This work shall include the removal of sediment buildup from behind the silt fence when the sediment has reached a level of half the above ground height of the fence, or as directed by the Engineer. Silt fence damaged by the Contractor's operations or negligence shall be repaired at the Contractor's expense, or as directed by the Engineer.

Sediment Control, Stabilized Construction Entrance Maintenance shall consist of maintaining stabilized construction entrances that have become ineffective as a result of standard operations and natural forces. This work will include will include the removal and proper disposal of excess materials and the delivery and placing of aggregate in the manner described in Sediment Control, Stabilized Construction Entrance.

Sediment Control, Drainage Structure Inlet Filter Cleaning shall consist of cleaning sediment out of a drainage structure inlet filter when directed by the Engineer. This cleaning work is to be periodically performed as directed by the Engineer, for the duration of the use of each drainage structure inlet filter assembly. The Engineer will be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each inlet filter location.

Cleaning of the inlet filter shall consist of inspecting, cleaning (includes removal and proper disposal of debris and silt that has accumulated in the filter fabric bag), by vactoring, removing and dumping, or any other method approved by the Engineer.

280.06 Method of Measurement. Revise Article 280.06 (a) to read:

- (a) Excavation for Sediment and Dewatering Basins, Temporary Ditches, Diversion Dikes, and Dewatering Basins. The volume of excavation for sediment and dewatering basins, temporary ditches, and diversions dikes will be measured for payment in place and the volume computed in cubic meters (cubic yards).

Revise Article 280.06 (c) to read:

- (c) Sediment Control, Silt Fence. This work will be measured for payment in meters (feet) in place and removed. Silt fence designated not to be removed, by the Plans or the Engineer will be measured for payment by this item, as well.

Sediment Control, Silt Fence Maintenance. This work will be measured for payment, each incident, in meters (feet) of silt fence cleaned, re-erected, or otherwise maintained.

Add the following as Article 280.06:

- (h) Sediment Control, Stabilized Construction Entrance. This work will be measured for payment by the outside dimensions of cellular confinement grid and the area calculated in square meters (square yards). All grading, excavation, and embankment necessary to construct the entrance shall not be paid for separately, but included in the cost of Sediment Control, Stabilized Construction Entrance. Temporary pavement placement shall be paid for separately. Placement of the Pipe Culvert, of the diameter specified, shall be paid for separately. If additional Trench Backfill should be required for placement of the Pipe Culvert, it shall be paid for separately.

Sediment Control, Stabilized Construction Entrance Maintenance. This work will be measured for payment to the outside dimensions of the material removed and the area calculated in square meters (square yards). All excavation and grading necessary to remove and replace the sediment fill aggregate shall not be paid for separately, but shall be included in the cost of Sediment Control, Stabilized Construction Entrance Maintenance.

Sediment Control, Stabilized Construction Entrance Removal. This work will be measured for payment for each stabilized construction entrance removed. Removal of temporary pavement and temporary pipe culverts shall not be paid for separately, but included in the cost of Sediment Control, Stabilized Construction Entrance Removal.

- (i) Erosion Control, Temporary Pipe Slope Drains. This work will be measured for payment by each complete system installed and maintained, regardless of pipe diameter and length. This work will be measured only once per location installed. All connections, anchors, extensions, geotextile materials, and temporary berms used to install, reinstall, or operate the temporary pipe slope drains will not be measured for payment.

- (j) Erosion Control, Temporary Channel Diversion. This work will be measured for payment in along the centerline of the channel in meters (feet) of temporary channel diversion installed, maintained, and removed. Earth Excavation, Earth Plug, Riprap, geotextile materials for channel lining, and backfill will not be measured separately for payment, but be included in cost of temporary channel diversion. Sediment Control, Silt Fence shall be paid for separately.
- (k) Same-Day Stabilization. This work will not be measured for payment, but included in the cost of the items utilized shown on the Plans or as directed by the Engineer.
 - (l) Sediment Control, Stone Outlet Structure Sediment Trap. This work will not be measured for payment separately, but included in the price for each item of work performed as shown in the Details in the Plans.
- (m) Sediment Control, Drainage Structure Inlet Filter. This work will be measured for payment for each drainage structure inlet filter installed and removed at each of the drainage structure locations.

Sediment Control, Drainage Structure Inlet Filter Cleaning. This work will be measure for payment each time that the cleaning work is performed at each of the drainage structure inlet filter locations.

Revise Article 280.07 (a) to read:

(a) Excavation for Sediment and Dewatering Basins, Temporary Ditches, and Diversion Dikes. This work will be paid for at the contract unit price per cubic meter (cubic yard) for EARTH EXCAVATION FOR EROSION CONTROL. The various required linings shall be paid for at the contract unit price for the various items of work as detailed on the plans.

Revise Article 280.07 (c) to read:

- (c) Sediment Control, Silt Fence. This work will be paid for at the contract unit price per meter (feet) for SEDIMENT CONTROL, SILT FENCE.

Sediment Control, Silt Fence Maintenance. This work will be paid for at the contract unit price per meter (feet) for SEDIMENT CONTROL, SILT FENCE MAINTENANCE per each occurrence.

Revise Article 280.07 (h) to read:

- (h) Maintenance. Maintenance of temporary erosion and sediment control systems, including repair of the various systems, removal of entrapped sediment and cleaning of any silt filter fabric will be paid for according to Article 109.04, unless otherwise specified. The sediment shall be removed as directed by the Engineer during the contract period and disposed of according to Article 202.03.

Add the following as Article 280.07:

- (i) Sediment Control, Stabilized Construction Entrance. This work will be paid for at the contract unit price per square meter (square yard), for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE. Pipe Culverts shall be paid for in accordance to Article 542.11 of the Standard Specifications. Trench Backfill shall be paid for in accordance to Article 208.04.

Sediment Control, Stabilized Construction Entrance Maintenance. This work will be paid for at the contract unit price per square meter (square yard), for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE MAINTENANCE.

Sediment Control, Stabilized Construction Entrance Removal. This work will be paid for at the contract unit price each, for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE REMOVAL.

- (j) Erosion Control, Temporary Pipe Slope Drains. This work will be paid for at the contract unit price each, for EROSION CONTROL, TEMPORARY PIPE SLOPE DRAINS.

- (k) Erosion Control, Temporary Channel Diversion. This work will be paid for at the contract unit price, per meter (feet), for EROSION CONTROL, TEMPORARY CHANNEL DIVERSION.

- (l) Same-Day Stabilization. This work will be paid for at the contract unit price for the various items of work performed and will not be paid for separately.

- (m) Sediment Control, Stone Outlet Structure Sediment Trap. This work will be paid for at the contract unit price for the work measured and will not be paid for separately. Riprap will be paid for according to Article 281.07. Earth Excavation for Erosion Control will be paid for according to Article 280.07 (a)

- (n) Sediment Control, Drainage Structure Inlet Filter. This work will be paid for at the contract unit price per each for SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER.

Sediment Control, Drainage Structure Inlet Filter Cleaning. This work will be paid for at the contract unit price per each occurrence for SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 20.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

DBE LOCATOR REFERENCES. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;

- (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

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

subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where

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

- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of

the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Add the following to Article 670.02 of the Standard Specifications:

- "(n) One wireless data router with wireless network connection to access the Department's network for the exclusive use of the Engineer. The wireless data router shall operate within a temperature range of 32 to 131°F (0 to 55°C) and have the following capabilities.
 - (1) Connection.
 - a. CDMA wireless technology with authentication and identification system for security.
 - b. CDMA based EV-DO(rev.A) transmission capabilities.
 - c. EVDO(rev.A) shall be backward compatible through both EVDO(rev0) and 1XRTT.
 - d. Connection shall be capable of compression in order to optimize the connection speed.
 - (2) Router.
 - a. A minimum of four ethernet ports for wired connection.
 - b. Capable of 802.11b & g for wireless LAN interface.
 - c. Configurable ability to port data to fax capabilities through the router using efax or IP fax devices.

- d. Automatic receipt of IP addresses with DHCP server.
 - e. Configurable OFDM (Orthogonal Frequency Division Multiplexing) technology.
- (3) Security.
- a. Configurable capable of 64-bit or 128-bit WEP encryption, and WPA-PSK authentication wireless security (WiFi Protected Access - Pre-shared Key Mode).
 - b. Configurable LAN security: NAT with DHCP, PPTP VPN pass-through, MAC filtering, IP filtering, and filter scheduling.
 - c. Configurable firewall security at the router.”

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Revised: August 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change “amount” to “quantity”.
- Page 154 Article 312.05. In the second line of the fifth paragraph change “180 °C” to “175 °C”.
- Page 207 Article 406.14. In the second line of the second paragraph change “MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;” to “MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;”.
- Page 237 Article 420.18. In the second line of the first paragraph change “October 15” to “November 1”.
- Page 345 Article 505.08(l). In the third line of the first paragraph change “1/8 mm” to “1/8 in.”.
- Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change “is” to “in”.
- Page 379 Article 512.15. In the first and sixth lines of the third paragraph change “50 percent” to “ten percent”.
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change “drillingpouring” to “pouring”.
- Page 390 Article 520.02(h). Change “1027.021” to “1027.01”.
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
- “Excavation in rock will be measured for payment according to Article 502.12.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07.”

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

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

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08.”

Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.

Page 465 Article 551.06. In the second line of the first paragraph change “or” to “and/or”.

Page 585 Article 701.19(a). Add “701400” to the second line of the first paragraph.

Page 586 Article 701.19(c). Delete “701400” from the second line of the first paragraph.

Page 586 Article 701.19. Add the following subparagraph to this Article:

“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05.”

Page 587 Article 701.20(b). Delete “TRAFFIC CONTROL AND PROTECTION STANDARD 701400;” from the first paragraph.

Page 588 Article 701.20. Add the following subparagraph to this Article.

“(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06.”

Page 639 Article 805.04. In the first line of the second paragraph change “changes” to “charges”.

Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete “5.65 (TY III)”, and add to the maximum cement factor for Class PC Concrete “7.05 (TY III)”.

Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete “335 (TY III)”, and add to the maximum cement factor for Class PC Concrete “418 (TY III)”.

Page 800 Article 1030.05(a)(12). Revise “Dust Collection Factor” to “Dust Correction Factor”.

Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).

Page 800 Article 1030.05(a). Add to the list of QC/QA documents “(16) Calibration of Equipment for Asphalt Content Determination”.

- Page 809 Article 1030.05. Revise the subparagraph “(a) Quality Assurance by the Engineer.” to read “(e) Quality Assurance by the Engineer.”.
- Page 889 Article 1069.02(a)(2). In the third line of the first paragraph add “stainless steel” in front of “screws”.
- Page 889 Article 1069.02(b). Delete the third paragraph.
- Page 890 Article 1069.02(c). Delete subparagraph (c).
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise “(300 µm)” to “(600 µm)”.
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise “ASTM D 4894” to “ASTM D 4895”.
- Page 1076 In the Index of Pay Items delete the pay item “BITUMINOUS SURFACE REMOVAL – BUTT JOINT”.

LEGAL REQUIREMENTS TO BE OBSERVED (BDE)

Effective: August 1, 2007

Revise Article 107.01 of the Standard Specifications to read:

“107.01 Legal Requirements to be Observed. The Contractor warrants that it is, and that it shall keep fully informed of all legal requirements found in Federal, State, and local laws, ordinances, rules and regulations, and all orders, decrees, notices of violation or enforcement actions issued by any judicial or administrative body, board, agency, or tribunal having any jurisdiction or authority, that in any manner affect those engaged or employed to perform the work of the contract, or that affect the performance and conduct of the work of the contract. Unless otherwise provided in the contract, the Contractor shall obtain and keep current all permits and licenses, and give all notices required for the performance of the work of the contract that may be required by all such laws, ordinances, rules, regulations, orders, decrees, notices, and actions. The Contractor shall observe and obey all such laws, ordinances, rules, regulations, orders, decrees, notices, and actions; and shall indemnify and save harmless the State, the Department and all of its officers, agents, employees, and servants against any claim, liability, fine, or monetary assessment arising from the breach of this article or the violation of any such law, ordinance, rule, regulation, order, decree, notice or action, whether by the Contractor, a subcontractor, a supplier of material or service, others engaged by the Contractor, or the employees of any of them. Except as expressly mandated by law or regulation, or otherwise provided in the contract, the Department shall not be responsible for monitoring the Contractor’s compliance with any law, ordinance, rule, regulation, order, decree, notice, or action. However, on noticing any violation of a legal requirement, the Department will notify the Contractor and the agency responsible for enforcement. The Department will cooperate with other agencies in their efforts to enforce legal requirements and may assist any such agency’s effort to obtain Contractor compliance. The Contractor shall comply fully with any and all requests made by the Department within the time specified. The obligations of the Contractor under this article shall not be released or diminished by the issuance of any notice of violation or enforcement action to or in the name of the Department.”

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

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

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

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

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

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

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

SEEDING (BDE)

Effective: July 1, 2004

Revised: August 1, 2007

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

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

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

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure Live	Weed	Secondary *	Notes
	%	%	Seed %	%	Noxious Weeds	
	Max.	Min.	Min.	Max.	No. per oz (kg) Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

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

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- “(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book). The applicable hourly rate is defined as the FHWA hourly rate, from the time period the force account work begins, adjusted for both the model year of the equipment and the Illinois region. The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made according to: $0.5 \times (\text{AHR} - \text{EOC})$.

Where: AHR = Applicable Hourly Rate (defined above)
EOC = Estimated Operating Costs per hour (from the Blue Book)

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used.”

NOTICE OF INTENT FORM

NOTICE OF INTENT (NOI)
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
GENERAL PERMIT TO DISCHARGE STORM WATER
CONSTRUCTION SITE ACTIVITIES

Please use the tab or arrow keys

OWNER INFORMATION

NAME:	LAST Illinois Department of Transportation	FIRST	MIDDLE	OWNER TYPE:	STATE
MAILING ADDRESS:	201 West Center Court				
CITY:	Schaumburg	STATE:	Illinois	ZIP:	60196
CONTACT PERSON:	Rick Wanner	TELEPHONE NUMBER:	AREA CODE 847	NUMBER 705-4172	

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	TELEPHONE NUMBER:	AREA CODE	NUMBER
MAILING ADDRESS:		CITY:		STATE:		ZIP:

CONSTRUCTION SITE INFORMATION

SELECT ONE:	NEW SITE	GENERAL NPDES PERMIT NO.:	ILR10										
FACILITY NAME:	I-80/94, IL 394 (Bishop Ford Expwy, Kingery/Borman Expwy)	OTHER NPDES PERMIT NOS.:											
FACILITY LOCATION:	IL 394 (Bishop Ford Expressway) Thornton-Lansing Road to Joe Orr Road, Contract #62422	TELEPHONE NUMBER:	AREA CODE NUMBER										
CITY:	Lansing, Lynwood	STATE:	IL	ZIP:	60438	LATITUDE:	41	34	30	LONGITUDE:	87	35	0
COUNTY:	Cook	SECTION:	26,35	TOWNSHIP:	36 N	RANGE:	R 14 E						
APPROX. CONST. START DATE:	3/15/03	APPROX. CONSTRUCTION END DATE:	10/31/03	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:	371								

TYPE OF CONSTRUCTION

TRANSPORTATION	TYPE BRIEF DESCRIPTION OF PROJECT: Full highway and interchange reconstruction; Contract #62422 is a pavement resurfacing project.
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HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON:
HISTORIC PRESERVATION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ENDANGERED SPECIES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

OWNER SIGNATURE: John P. Kuhn DATE: 12/20/02

MAIL COMPLETED FORM TO: (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276	FOR OFFICE USE ONLY
		LOG:
		PERMIT NO. ILR10
		DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

STORM WATER POLLUTION PLAN FORM



Storm Water Pollution Prevention Plan

Route FAI 80/94 and IL 394 Marked I-80/94, Bishop Ford Expressway and Kingery Expressway
Section See individual contract Project No. _____
County Cook, IL and Lake, IN

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

John P. Kelly
Signature
District Eng
Title

12-20-02
Date

1 Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

The project is located at I-80/94 from I-294 (Tri- State Tollway) to US 41.

Construction Descriptions

Interstate 80 will be reconstructed from approximately 1000 m west of IL 394 to US 41. In addition, Interstate 94 will be reconstructed from 159th Street to Interstate 80 and IL 394 will be reconstructed from its terminus at Interstate 94 to 1600 m south of Thornton-Lansing Road. The project also includes the reconstruction of Thornton-Lansing Road for approximately 350 m east and west of IL 394; Dorchester Avenue from Thornton-Lansing Road to approximately 700 m south of Thornton-Lansing Road; IL 83 (Torrence Avenue) from 335 m north of I-80 to 558 m south of I-80; 176th Place from 217 m west of IL 83 to IL 83; 170th Street from 290 m west of I-94 to 295 m east of I-94; Van Dam Road from 170th Street to 110 m north of 170th Street and from 384 m south of 159th Street to 183 m south of 159th Street; Bernice Avenue from IL 83 to Wentworth Avenue, net length 1918 m; 175th Street from IL 83 to Wentworth Avenue, net length 1988 m; Wentworth Avenue from 400 m south of I-80 to 630 m north of I-80; and portions of 175th Street between Paxton Avenue and IL 83, net length 333 m.

The proposed improvements will consist of four through lanes in each direction along Interstate 80/94 within the reconstruction limits. Auxiliary lanes are also utilized between all of the interchanges within the project limits. In addition, C-D roads have been incorporated for both the I-80 and I-94 traffic movements. The IL 83 interchange will be reconfigured from a cloverleaf to a Single Point Urban Interchange (SPUI). The I-80 and I-

94 interchange will be reconfigured as well, with the east to north and west to south movements at the I-80/94 IL 394 loop ramps being removed and replaced with semi directional ramps (flyovers).

All mainline structures and overhead structures (IL 83, Wentworth Avenue, 170th Street and Thornton-Lansing Road) will be reconstructed. Some mainline structures will be realigned to accommodate the interchange reconfigurations. In addition, several retaining walls will be constructed along the mainline roadways and cross streets.

All interstate, including IL 394, and ramp pavements will be replaced with either continuously reinforced concrete pavement or jointed concrete pavement. IL 83, 170th Street, Burnham Avenue, and Wentworth Avenue pavements will be replaced with jointed concrete pavement. Existing pavements on 175th Street, Bernice Avenue, Thornton-Lansing, Dorchester Avenue, Van Dam Road and 176th Place will be replaced with bituminous pavements.

Drainage inlets will be placed along the median of the Interstates and IL 83 and storm water runoff will be conveyed through proposed sewers to outlets at existing locations per the Location Drainage Plan. New detention areas will be provided in the location of the existing loop ramps at IL 83. Existing drainage culverts that cross I-80 will be replaced. Pump Stations 1 and 6 will be removed at the completion of the improvements. Roadside ditches along I-94, IL 394 and ramps will be improved.

Other work includes construction of a noise abatement walls along both sides of I-80 from IL 83 to US 41 (with omissions) and along I-94 from Thorn Creek to 159th Street, installation of high mast tower lighting, sign structure installations, pavement striping restoration and all necessary and related road work.

Environmental Descriptions

West of the I-94/IL 394 interchange are sensitive ecological areas and commitments have been made to protect them. These areas include the Thorn Creek Forest Preserve, Volbrecht Woods, Wampum Lake Seepage INAI sites, and sand flatwood communities. All required protection devices, activities, and training must be completed before any work may begin.

Entry is not permitted under any circumstances in these forest preserve areas. This includes all construction traffic, foot and motorized, to enter this forest preserve. Perimeter fencing and no-intrusion signage will be erected. These protection devices are listed in the Erosion Control Plan.

The required plant species sensitivity training session is further explained in the Special Provisions.

Existing ground water levels must be maintained to protect existing pharmacological communities. New drainage swales are to be dug so they do not intersect with ground water levels. Rubber gasket sealed storm sewers and anti-seep collars are among the devices utilized.

Compaction must also be minimized in this western location outside of the embankment area. The Contractor may use low ground weight vehicles or matting to reduce rutting. The Contractor will also be responsible to rework the topsoil to remove any unnatural compaction that occurred.

IDOT will work with the FPDC to develop a maintenance and restoration plan. Reseeding west of this interchange will be done with native prairie mixes that supplement

the adjacent areas and any tree replacement within the preserve will be coordinated with the FPDCC. More specific information is included in the plans.

- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):

The project has been scheduled to be built in three phases (first phase advanced work, second phase mainline first year, and second phase mainline second year). During each phase multiple contracts will be awarded. Each of these contracts have multiple stages.

Phase I Contracts: 62103, 62109, 62112, 62348, 62350, 62351, 62352, 62353, 62422, 62518

Phase I-Stages 1 and 2

- Resurface of IL 394 and replacement of shoulders.
- Placement of new embankment for I-94 EB from IL 394 to merge with I-80.
- Construction of new pavement on new alignment for I-94 EB from IL 394 to merge with I-80.
- Construction of new ramp bridge from I-80/294 EB to IL 394 NB and widening of I-294 to accommodate the ramp exit.
- Construction of new IL 394 NB bridge over Thorn Creek.
- Construction of new Thornton-Lansing Road bridge over IL 394 and associated roadway work on Dorchester Avenue.
- Construction of new 170th Street bridge over I-94 and associated roadway work on Prince Drive and Van Dam Road.
- Reconstruction of the northbound lanes of IL 83 (Torrence Avenue), new ramps on east side of I-80/IL 83 interchange and temporary ramp pavement at I-80.
- Begin construction of both Bernice Avenue and 175th Street from IL 83 to Wentworth Avenue and portions of 175th Street between Paxton Avenue IL 83. Construction includes retaining walls and street relocation.
- Begin construction of Wentworth Avenue.

Phase I-Stage 3

- Finish construction at locations discussed in Phase I-Stages 1 and 2.
- Switch traffic on IL 83 to northbound lanes and construct southbound lanes and new drainage system.
- Construct ramps on west side of I-80/IL 83 interchange.
- Complete all work necessary for start of Phase II.

Phase II Contracts: 62104, 62107, 62109, 62110, 62113, 62350

Phase II-Stage 1

- Placement of embankment and pavement for widening of I-80/294 from Thorn Creek to the bridge over the Grand Trunk Railroad.
- Placement of embankment and pavement for IL 394 NB.
- Construction of IL 394 Northbound bridge over I-80.
- Placement of embankment and pavement for I-94 Westbound.
- Construction of bridge for I-94 westbound over Thorn Creek.
- Placement of embankment and pavement for a small segment of IL 394 southbound over Grand Trunk Railroad.
- Construction of the outer lanes of the bridge IL 394 southbound over Canadian National Railroad.

- Placement of embankment and pavement for Ramp H, IL 394 northbound to I-80 westbound.
- Placement of embankment and pavement for connector ramp from IL 394 northbound to I-80 east bound.
- Construction of collector-distributor roadway west of IL 83.

Phase II-Stages 2 thru 6

- Continue construction at locations discussed in Phase II-Stage 1 with sub-stages used to complete the work necessary for the start of Phase III.

Phase III Contracts: 62105, 62108, 62111, 62114

Phase III-Stage 1

- Placement of embankment and pavement for I-94 EB.
- Placement of embankment and pavement for IL 394 SB.
- Construction of IL 394 Southbound bridge over I-80.
- Placement of embankment and pavement for I-94 Eastbound.
- Construction of bridge for I-94 Eastbound over Thorn Creek.
- Construction of the remaining portion of the bridge IL 394 southbound over Canadian National Railroad.
- Placement of embankment and pavement for Ramp F, IL 394 southbound to I-80 westbound.
- Construction of I-80 eastbound lanes from Burnham Avenue to Illinois State Line.
- Construction of I-80 westbound lanes from I-294 to approximately the exit to I-94 WB.

Phase III-Stage 2

- Begin reconstruction of Burnham Road from Bernice Road to south of I-80/94.
- Construction of I-80 westbound lanes from approximately the exit to I-94 WB to US 41.
- Construction of I-80 Eastbound lanes near Railroad Avenue.
- Continue construction at locations discussed in Phase III-Stage 1 with sub-stages used to complete the work.

Post Mainline Construction

- Final landscaping.
- Bridge painting.

- c. The total area of the construction site is estimated to be 371 acres (150 HA).
The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is acres 371 (150 HA): Phase I, 134 ac (54 ha); Phase II, 142 ac (57 ha); Phase III, 95 ac (39 ha).

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study, which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents, which are incorporated by reference as a part of this plan.

Thorn creek will accept storm water runoff on the western half of the project, and the Little Calumet will accept run off on the eastern half of the project.

- g. During major storm events, some locations within the work zone may become saturated. These saturated areas may be expected near Thorn Creek, I-80 over the Canadian National Railroad eastern abatement, Ramp F, Ramp E, I-94 WB near Thorn Creek, and the areas near culverts. In addition, the project impacts several wetlands and these areas would also be expected to be saturated as a result of a major storm event. Care has been taken to prepare the Erosion Control Plan to limit erosion and the ponding of water in the work zone.

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. Erosion and Sediment Controls

- (i) Stabilization Practices. Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.

- (A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

1. Temporary Erosion Control Seeding shall be applied in accordance with the Special Provision. Seed mixture will depend on the time of year it is applied. Oats will be applied from January 1 to July 31 and Hard Red Winter Wheat from August 1 to December 31.
2. Short Term Seeding — Seeding Class 2A shall be used to protect bare earth from more than just one or two summer-winter cycles. Due to the length and complexity of this project, it is necessary that short term, final graded slopes be short term seeded as

directed by the Engineer.

3. Stone Riprap — Class A4 stone riprap with filter fabric will be used as protection at the discharge end of most storm sewer and culvert end sections to prevent scouring at the end of pipes and to prevent downstream erosion.
4. Temporary Tree Protection — Shall consist of items “temporary fencing” and “tree trunk protection” as directed by the engineer and in accordance with Article 201.05 of the Illinois Department of Transportation’s Standard Specifications for Road and Bridge Construction.
5. Permanent Stabilization — All areas disturbed by construction will be stabilized as soon as permitted with permanent seeding following the finished grading, but always within seven days with Temporary Erosion Control Seeding. Erosion Blankets will be installed over fill slopes, which have been brought to final grade and have been seeded to protect the slopes from rill and gully erosion and allow seeds to germinate properly.
6. Erosion Control Blankets and Mulching — Erosion control blankets will be installed over fill slopes and in high velocity areas that have been brought to final grade and seeded to protect slopes from erosion and allow seeds to germinate. Mulch will be applied in relatively flat areas to prevent further erosion.

(ii) Structural Practices. Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

1. Sediment Control, Stabilized Construction Access – Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access. The aggregate surface of the access points will capture soil debris, reducing the amount of soil deposits placed on to the roadway by vehicles leaving the work zones.
2. Inlet Filters – Inlet and Pipe Protection will be provided for storm sewers. These filters will be placed in every inlet, catch basin or manhole with an open lid, which will drain water during at least a 10-year storm event. The Erosion Control Plan will identify the structures requiring Inlet filters.
3. Sediment Control, Silt Fence— A silt fence will be placed adjacent to the areas of construction to intercept waterborne silt and prevent it from leaving the site. These areas are marked on the erosion control plans in each contract.
4. Sediment Control, Temporary Ditch Checks — Rolled excelsior ditch checks will be placed in swales at the rate of one for every 0.3 meters in vertical drop, or as directed by the Engineer, in order to prevent downstream erosion.
5. Sediment Control, Temporary Stream Crossing -- Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access over water channels. The aggregate surface of the crossing will reduce the amount of soil disturbance in the streams.
6. Sediment Control, Temporary Pipe Slope Drain – This item consists of a pipe with flared end sections, placed daily, along with anchor devices in conjunction with temporary berms that direct runoff down an unstabilized slope.
7. Sediment Control, Dewatering Basins will be provided at wherever the contractor is removing and discharging water from excavated areas and the water is not being routed through a sediment trap or basin.
8. Stone riprap will be provided at several storm and culvert outlets as a measure for erosion and sediment control where needed during and after the project.
9. Bridges will be designed to reduce the potential for scouring.
10. Underdrains will be used to minimize potential erosion caused by surface water flows by reducing the subsurface water which can cause failed pavements, unstable shoulders and other disturbed areas.
11. Covers will be placed on open ends of pipes in trenches.

The structural practices indicated above may not be used in every contract. The Erosion Control Plans included in every contract will indicate which structural practices are required for that contract.

b. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).
- (iii) The Department proposes to remove vegetation within the project limits as necessary for construction. The Department proposes to revegetate these areas with salt tolerant turf grass near the roadway and the majority of ground cover consisting of native prairie grasses and wildflowers. Areas that require tree removal will be reforested.

Approximately 1,772 trees exist on Forest Preserve property that are proposed for removal. The Forest Preserve accounted for tree trunk cross sectional area, species, location, and condition to evaluate these trees. The Department has agreed to replace all 1,772 trees on a 1 to 1 basis. The replacement trees will only be worth 57% of the original trees, requiring the Department to reimburse the FPDCC for the remaining 43% to fulfill the Department's mitigation responsibility. During this process, 4.0 acres of Forest Preserve property will be exposed, with the Department reforesting the 4.0 acres according to our planting policies, leaving the FPDCC the potential to restore 3.0 more acres.
- (iv) Articulated Block Mats are being utilized for this project to control erosion underneath bridge decks adjacent to streams and wet areas. These articulated block mats will be installed early in the project, providing construction crews with stabilized work pads, and will be left in place, giving bridge inspectors and highway maintainers suitable, and non-damaging means to perform necessary maintenance.

Note:

1. Ponded water areas with wetland type vegetation will be created for this project for water quality only, and not detention or habitat. Only the first flush of runoff will be detained.
2. It is not anticipated that any channels will be relocated as part of this project, however, if a need arises, a riffle pool will be used to accommodate the relocation.
3. When possible, the flow in detention basins will be offset, not linear.
4. Care will be taken to only use fertilizer nutrients on final seeding items when nutrients are incorporated into the soil during seedbed preparation.

Description of Storm Water Management Controls (use additional pages, as necessary):

1. Detention ponds on the southwest and northwest quadrants of the IL 83 and I-94/CD road interchange will provide additional storm water detention.
2. Proposed oversized pipe at Outlet 22 will provide additional storm water detention.
3. Lengths of ditches will be maximized in order to aid in pollutant filtering along with the over sizing of storm sewers and ditches.
4. Pump Stations #1 and #6 will be removed as a result of this project. The removal of these pump stations will reduce the velocity of release water at the discharge points. The reduction in velocity of the water will reduce the potential for erosion.
5. Permanent measures for storm water management controls will be placed as soon as possible during construction.
 - a. All ditches will be vegetated, where feasible, which will provide a buffering effect for run off contaminants.
 - b. Ditches should receive permanent seeding after the final grading and topsoil have been placed.
 - c. In turf areas where low maintenance seeding is required, native prairie grasses should be used in the final landscaping design.
 - d. Wet bottom ditches will be employed before outfalls. The ditches will be oversized to contribute to detention, where feasible. If wet bottom ditches are not feasible, the ditches will be lined with riprap.
6. Sediment traps located outside the final clear zone and below the elevation of the roadway subgrade will be left in place at the completion of the project.

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials: See Erosion Control and

3 Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. The construction field engineer on a weekly basis shall inspect the project to determine that erosion controls efforts are in place and effective and if other control is necessary. Sediment collected during construction by the various temporary erosion systems shall be disposed on the site on a regular basis as directed by the Engineer.

All erosion and sediment control measures will be checked weekly and after each significant rainfall (13 mm (0.5 inch) or greater in a 24 hour period). The following items will be checked:

1. Seeding – all erodable bare earth areas will be temporarily seeded and inspected on a weekly basis to minimize the amount of erodable surface within the contract limits.
2. Silt Filter Fence, all types
3. Erosion Control Blanket
4. Tree Protection
5. Ditch Checks
6. Temporary slope drains
7. Sediment/dewatering basins
8. Stabilized construction entrances

All maintenance of the erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 13 mm (0.5 inch) or greater rainfall, or an equivalent snowfall.

4 Inspections

Qualified personnel shall inspect disturbed areas of the construction site, which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7)-calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

5 Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges

Dewatering activities for footing and pier construction of retaining walls and bridges will be a source of non-storm water discharge during construction. Contractors should discharge dewatering activities to a temporary settling basing surrounded by silt fence.

The cutting of joints in PCC pavements or bridge deck grooving will result in slurry. This slurry must be contained on the deck/pavement and cleaned up.

An additional source of non-storm water discharge during construction is the slurry from washing out redi-mix concrete trucks. Redi-mix concrete trucks should wash out in designated areas surrounded by silt fence. After all PCC items have been constructed, the dried concrete wash material should be cleaned up and properly disposed of. It will be the contractor's responsibility to secure these designated areas for the duration of their use. The Engineer must approve the locations.

On site maintenance of equipment must be performed in accordance with environmental law, such as proper storage and no dumping of old engine oil or other fluids on site.

Good Housekeeping

1. An effort will be made to store only enough product required to do the job.
2. All materials stored on site will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
3. Products will be kept in their original containers with the original manufacturer's label.
4. Substances will not be mixed with one another unless recommended by the manufacturer.
5. The site superintendent will inspect daily to ensure proper use and disposal of materials on the site.
6. Whenever possible, all of a product will be used up before disposing of the container.
7. Follow manufacturer's recommended practices for use and disposal.



Contractor Certification Statement

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection

Project Information:

Route FAI 80/94 and IL 394 Marked I-80/94, Bishop Ford Expwy,
Sectio See individual contract Project No. _____
County Cook, Illinois and Lake, Indiana

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR COOK COUNTY EFFECTIVE SEPTEMBER 2007

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

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

Cook County Prevailing Wage for September 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.340	26.190	1.5	1.5	2.0	4.180	2.250	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150

TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	2	29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	3	30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	4	30.250	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

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

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

MARBLE FINISHER

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

and exterior which were installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

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

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

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

TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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