

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 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 "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 an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization 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 bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 23, 2010

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. 46101
WINNEBAGO-ROCK ISLAND Counties
Section D 2 OVD SIN STR REPL 2010-36
District 2 Construction Funds
Various Routes

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 **"Authorization to Bid or Not for Bid"** form, 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 **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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Preparation and submittal of bids	217/782-7806

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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. 46101
WINNEBAGO-ROCK ISLAND Counties
Section D 2 OVD SIN STR REPL 2010-36
Various Routes
District 2 Construction Funds**

The work will consist of repairing or replacing damaged or deteriorated overhead sign structure components and supports on various routes throughout District Two.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to \$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to \$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to \$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to \$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to \$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to \$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to \$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to \$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to \$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

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

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ \$(_____). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

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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 - 46101

State Job # - C-60-038-10
 PPS NBR - 0-99986-0000
 County Name - ROCK ISLAND- WINNEBAGO-
 Code - 161 - 201 -
 District - 2 - 2 -
 Section Number - D 2 OVD SIN STR REPL 2010-36

Project Number

Route
 VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
T9990710	REM & REIN WALKWAY	FOOT	288.000				
T9991300	REM EX SIGN PANEL	EACH	8.000				
T9992530	RPL/TIGH CLP PER SIGN	EACH	12.000				
T9992700	REM & REIN SIGN PANEL	SQ FT	1,989.000				
X0325265	REMOVE ELEC SERVICE	EACH	7.000				
X0325702	NIGHT WORK ZONE LIGHT	L SUM	1.000				
67100100	MOBILIZATION	L SUM	1.000				
70101700	TRAF CONT & PROT	L SUM	1.000				
72000300	SIGN PANEL T3	SQ FT	920.000				
72100100	SIGN PANEL OVERLAY	SQ FT	3,072.000				
73300100	OVHD SIN STR-SPAN T1A	FOOT	87.000				
73300200	OVHD SIN STR-SPAN T2A	FOOT	418.000				
73302170	OSS CANT 2CA 3-0X5-6	FOOT	60.000				
73400200	DRILL SHAFT CONC FDN	CU YD	131.100				
73600100	REMOV OH SIN STR-SPAN	EACH	5.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 46101

State Job # - C-60-038-10
 PPS NBR - 0-99986-0000
 County Name - ROCK ISLAND- WINNEBAGO-
 Code - 161 - 201 -
 District - 2 - 2 -
 Section Number - D 2 OVD SIN STR REPL 2010-36

Project Number

Route
 VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
73600200	REMOV OH SIN STR-CANT	EACH	2.000				
73700300	REM CONC FDN-OVHD	EACH	16.000				
73800100	STR STL SUPP OSS-SPAN	EACH	10.000				

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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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

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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.

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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.

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(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.

RETURN WITH BID

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.

RETURN WITH BID

M. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

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

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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

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 check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks 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)



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 \$106,447.20? YES ___ NO ___
3. Does anyone in your organization receive more than \$106,447.20 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 \$106,447.20? 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. Note: *Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

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 \$106,447.20 (60% of the Governor's salary as of 7/1/07). **(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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60 % of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the salary of the Governor as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

Completed by: _____ 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.

_____ Date _____
Signature of Authorized Representative

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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 CHECKED

Signature of Authorized Representative, Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 46101
WINNEBAGO-ROCK ISLAND Counties
Section D 2 OVD SIN STR REPL 2010-36
Various Routes
District 2 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed 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. 46101
WINNEBAGO-ROCK ISLAND Counties
Section D 2 OVD SIN STR REPL 2010-36
Various Routes
District 2 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

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



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 _____

_____ as SURETY, are 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 the proposal and marking the check box next to the Signature and Title line 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

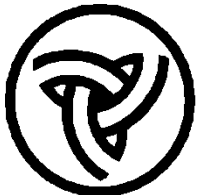
Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

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. 46101
WINNEBAGO-ROCK ISLAND Counties
Section D 2 OVD SIN STR REPL 2010-36
Various Routes
District 2 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 23, 2010. 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. 46101
WINNEBAGO-ROCK ISLAND Counties
Section D 2 OVD SIN STR REPL 2010-36
Various Routes
District 2 Construction Funds**

The work will consist of repairing or replacing damaged or deteriorated overhead sign structure components and supports on various routes throughout District Two.

- 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

Gary Hannig,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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

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SPECIAL PROVISIONS

STATE OF ILLINOIS

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" 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 requirements of Various Routes, Section D2 OVD SIN STR REPL 2010-36, Rock Island & Winnebago Counties, Contract 46101; and, in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

SCOPE OF WORK

The work shall consist of repairing or replacing damaged or deteriorated overhead sign structure components and supports at locations described in the schedule of locations. At those locations where the overhead sign structure is to be removed before making the necessary repairs, the Engineer and the Contractor shall make a visual inspection of the removed overhead sign structure for any additional defects not found during the original inspections. Any additional defects shall be repaired before re-erection and paid for in accordance with the standard pay items. Additional repairs not covered by the standard pay items shall be authorized by the Engineer as extra work as provided for by Article 104.02 of the Standard Specifications for Road and Bridge Construction. Extra work shall be paid for in accordance with Article 109.04 of the Standard Specifications for Road and Bridge Construction.

This work also includes the replacement and overlaying of existing sign panels on those sign structures where work is being performed and on additional sign structures to bring the current signing into conformance with the Department's standards.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

The Contractor shall notify the Resident Engineer at least 3 working days before beginning any work in the field and shall obtain permission to begin such work.

COMPLETION DATE

All work on this contract shall be completed on or before **June 30, 2011**. Should the Contractor fail to complete all work by **June 30, 2011**, the Contractor shall be liable in accordance with Article 108.09 of the Standard Specifications.

MATERIAL INSPECTION AND CERTIFICATION

The Contractor shall provide material samples and/or certifications when required by the contract documents or the Engineer. This requirement does not relieve the Contractor of the responsibility to provide materials that conform to the applicable requirements of this contract.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE

The Contractor shall be held responsible for additional damages to a sign or sign structure resulting from the removal, handling, temporary support, transportation, re-erection, repair procedures, and operations of equipment or employees prior to final inspection by the District Contact. The Contractor shall, at his/her own expense, correct any Contractor-caused damage to a condition equal to that existing before damage was done, by repairing, rebuilding, or replacing it as directed by the Engineer.

FINAL CLEAN UP

The final clean up shall conform to the requirements set forth in Article 104.06 of the Standard Specifications for Road and Bridge Construction. When work is accomplished at any location, the Contractor will be required to clean up the work area before payment for that work will be processed.

All costs due to compliance with this requirement will be incidental to the contract and no additional compensation will be allowed.

MATERIALS

The Contractor shall field verify all pertinent dimensions and properties required before ordering materials when replacement assemblies are required.

TRAFFIC CONTROL AND PROTECTION

The Contractor shall arrange his work in such a manner so as to keep interruptions to traffic flow at a minimum.

Traffic control and protection shall conform to Article 107.09 and Section 701 of the Standard Specifications for Road and Bridge Construction and to the following standards, as required by the Engineer.

Standards – 701101, 701106, 701400, 701401, 701411, 701901

Additional traffic control and protection provisions are included under the various pay items.

Full closures of any road shall be limited to a maximum of **15 minutes** shall be coordinated with the Illinois State Police by the Contractor.

Any and all road closures and lane restrictions shall be removed and/or rescheduled if adverse weather such as rain, snow or fog is present.

Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

All workers and flaggers shall wear a vest and pants meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 3 garments during hours of darkness.

The Contractor shall contact the maintenance field engineer one week before any closures so that messages can be put on the permanent overhead message boards. The field engineer in Rock Island County is Trisha Thompson at (309) 944-4001 and the field engineer for Winnebago County is Joel Graff at (815) 284-5403.

Vertical barricades and reflectorized cones will not be allowed as devices.

If the sign structure is located at a ramp gore, standard 701411 shall be completely installed for that ramp, including both the EXIT OPEN AHEAD and EXIT signs along with devices.

WORK RESTRICTIONS

The work hours shall be as follows:

Route	1 lane closure allowable hours	15 minute shut down
Interstate Route 88	No Restrictions	7:00 PM – 5:00 AM
Illinois Route 5	No Restrictions	7:00 PM – 5:00 AM
Interstate Route 74	9:00 AM – 2:00 PM 6:00 PM – 6:00 AM	11:00 PM – 5:00 AM
US Route 20	9:00 AM – 3:00 PM 3:00 PM – 6:00 AM	12:00 AM – 5:00 AM

Additional lane closure restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other local events as directed by the engineer.

No lane closures will be allowed on US 20 the Wednesday before Thanksgiving.

Traffic control set-up shall not begin prior to the time listed on any day and shall be completely removed by the time listed. No lane closures shall be allowed on Friday nights, or on Saturday, and Sunday. During legal holidays, section 107 of the Standard Specifications shall apply.

Traffic control devices shall be removed from the traffic lanes and all lanes shall be opened to traffic:

1. 30 minutes after the Contractor ceases his work operations, or
2. Defined by work restriction hours, whichever comes first.

The 15 minutes complete shutdown shall be done by closing all but one lane according to Standards 701400 and 701401 or 701446. The remaining lane shall then be closed by a flagger for up to a fifteen (15) minute period. At the end of the 15 minute period, the remaining lane shall be opened to traffic and all queued traffic shall be cleared prior to closing the remaining lane again.

Conformance to these traffic control and protection standards will be paid at the contract unit price per lump sum for TRAFFIC CONTRL AND PROTECTION.

UNDERGROUND FACILITIES

The Contractor's attention is directed to the presence of state-owned underground electrical cable within the limits of the proposed improvement. The Contractor shall request the Illinois Department of Transportation in Dixon, Bureau of Operations (815-284-5468), to locate the underground facilities, providing a minimum of 72 hours notice. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) System.

Any damage to the underground facilities, caused by the Contractor resulting from his failure to contact the Illinois Department of Transportation as specified above or from negligent operation, shall be repaired to the satisfaction of the Department at the Contractor's expense, including temporary repairs which may be required to keep the facility operational while material is being obtained to make permanent repairs. Splicing of electric cable will not be allowed. Electric cables shall be replaced from pole to pole or controller.

PROPOSED LOCATIONS AND LAYOUT OF REPLACEMENT SIGN TRUSSES AND SIGNING REVISIONS

2S101U020R020.7 – Location # 2-01:

This eastbound US Route 20 sign structure, in Winnebago County, shall be moved approximately 20' east or west of the current location and completely replaced.

The existing "Interstate 39 / US 51 South / Bloomington / Normal / Exit ¾ Mile" sign and "Alpine Rd" take off sign on this structure shall be overlaid in accordance with the sign details sheets provided in the contract.

The electrical service to the sign lighting will be remove and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on US Route 20 as indicated elsewhere in these Special Provisions.

2S101U020R020.7 – Location # 2-02:

This eastbound US Route 20 sign structure, in Winnebago County, shall be moved approximately 20' east or west of the current location and completely replaced.

The existing “Interstate 39 / US 51 South / Bloomington / Normal / Exit 1 ¾ Miles” sign and “Alpine Rd Exit 1 Mile” sign on this structure shall be overlaid in accordance with the sign details sheets provided in the contract.

The electrical service to the sign lighting will be remove and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on US Route 20 as indicated elsewhere in these Special Provisions.

2S081I074R003.4 – Location # 2-03:

This eastbound I-74 sign structure, in Rock Island County, shall be moved approximately 20’ east or west of the current location and completely replaced.

The existing “Exit 5A-B / Interstate 280 / Des Moines / Chicago / 1 Mile” sign shall be overlaid in accordance with the sign detail sheet provided in the contract. The Contractor shall remove the exit hat from the sign and install 2 – 1 ft wide extrusions 20 ft – 6 in long to increase the height of the sign by 2 ft prior to installing the overlay panels.

The existing Exit 4B / Illinois 5 East/ John Deere Rd / ¼ Mile” sign shall be overlaid in accordance with the sign detail sheet provided in the contract. The Contractor shall remove the exit hat from the sign and install 2 – 1 ft wide extrusions 20 ft long to increase the height of the sign by 2 ft prior to installing the overlay panels.

The existing “Exit 4A / Illinois 5 West John Deere Rd” take off sign shall be overlaid in accordance with the sign detail sheet provided in the contract. The Contractor shall remove the exit hat from the sign and install 1 – 1 ft wide extrusions 23 ft – 6 in long and 1 – 6 in

wide extrusion 23 ft – 6 in long to increase the height of the sign by 1 ft – 6 in prior to installing the overlay panels.

The electrical service to the sign lighting will be remove and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on Interstate Route 74 as indicated elsewhere in these Special Provisions.

2C081I0JDL000.0 – Location # 2-04:

This westbound John Deere Road sign structure, in Rock Island County, shall be moved approximately 20’ east or west of the current location and completely replaced.

The existing “Interstate 74 / US 6 East / Galesburg” take off sign on this structure shall be overlaid in accordance with the sign details sheets provided in the contract.

The electrical service to the sign lighting will be remove and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on John Deere Road as indicated elsewhere in these Special Provisions.

2C081I074R003.6 – Location # 2-05:

This eastbound I - 74 sign structure, in Rock Island County, shall be moved approximately 20' east or west of the current location and completely replaced.

The existing "Exit 4B / Illinois 5 East / John Deere Road" take off sign on this structure shall be overlaid in accordance with the sign detail sheet provided in the contract. The Contractor shall remove the exit hat from the sign and install 1 – 1 ft wide extrusions 23 ft – 6 in long and 1 – 6 in wide extrusion 23 ft – 6 in long to increase the height of the sign by 1 ft – 6 in prior to installing the overlay panels.

The electrical service to the sign lighting will be remove and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on Interstate Route 74 as indicated elsewhere in these Special Provisions.

2S081I088R000.5 – Location # 2-06:

This eastbound I - 88 sign structure, in Rock Island County, shall be moved approximately 20' east or west of the current location and completely replaced.

The existing "Interstate 88 / Illinois 92 East / Sterling / Rock Falls" sign on this structure shall be overlaid in accordance with the sign detail sheet provided in the contract.

The "Exit 2 / Former IL 2" take off, sign shall be removed and a new "Exit 2 / Old IL 2" take off sign fabricated in accordance with the sign detail sheet in the contract and erected.

The electrical service to the sign lighting will be remove and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on Interstate Route 88 as indicated elsewhere in these Special Provisions.

2S081I088R000.8 – Location # 2-07:

This westbound I - 88 sign structure, in Rock Island County, shall be moved approximately 20' east or west of the current location and completely replaced.

The existing "Exit 1A / Interstate 80 East To Interstate 74 Peoria / ¾ Mile" sign on this structure shall be removed and a new "Exit 1A / Interstate 80 East To Interstate 74 / Peoria / ¾ Mile" sign shall be fabricated in accordance with the sign detail sheet in the plan and erected.

The "Exit 1B / Interstate 80 West/ Des Moines" take off sign shall be overlaid in accordance with the sign design detail sheet provided in the contract. The Contractor shall remove the exit hat from the sign and install 1 – 1 ft wide extrusions 19 ft long and 1 – 6 in wide extrusion 19 ft long to increase the height of the sign by 1 ft – 6 in prior to installing the overlay panels.

The electrical service to the sign lighting will be removed and not relocated to the new structure.

This work shall be completed during District 2 time restrictions for lane closures on Interstate Route 88 as indicated elsewhere in these Special Provisions.

2S081I088L001.7 – Location # 2-08:

The signing on this westbound I - 88 sign structure, in Rock Island County, shall be revised as follows:

The existing “Exit 1A - B / Interstate 80 / To Interstate 74 Peoria / 1 Mile” sign on this structure shall be removed and a new “Exit 1A - B / Interstate 80 To Interstate 74 / Peoria / Des Moines / 1 Mile” sign shall be fabricated in accordance with the sign detail sheet in the plans and erected.

The “Exit 2 / Former IL 2 / ¾ Mile”, sign shall be removed and a new “Exit 2 / Old IL 2 / ¾ Mile” sign fabricated in accordance with the sign detail sheet in the plans and erected.

This work shall be completed during District 2 time restrictions for lane closures on Interstate Route 88 as indicated elsewhere in these Special Provisions or as directed by the Engineer.

2S081I088L001.0 – Location # 2-09:

The signing on this westbound I - 88 sign structure, in Rock Island County, shall be revised as follows:

The existing “Illinois 5 / Illinois 92 / West / Moline / Rock Island” sign on this structure shall be removed and a new Illinois 5 / Illinois 92 / West / Moline / Rock Island” sign shall be fabricated in accordance with the sign detail sheet in the plans and erected.

The existing “Exit 1B / Interstate 80 West / Des Moines / ½ Mile”, sign shall be overlaid in accordance with the sign detail sheet in the plans. The Contractor shall remove the exit hat from the sign and install 2 – 1 ft wide extrusions 14 ft long and 1 – 6 in wide extrusion 14 ft long to increase the height of the sign by 2 ft – 6 in prior to installing the overlay panels.

The existing “Exit 2 / Former IL 2” take off sign shall be removed and a new “Exit 2 / Old IL 2” take off sign fabricated in accordance with the sign detail sheet in the plans and erected.

This work shall be completed during District 2 time restrictions for lane closures on Interstate Route 88 as indicated elsewhere in these Special Provisions or as directed by the Engineer.

Ground Mounted Sign – Location # 2-10:

The existing “Exit 2 / Former IL 2 / ½ Mile”, sign shall be removed and a new “Exit 2 / Old IL 2 / ½ Mile” sign shall be fabricated in accordance with the sign detail sheet in the plans and erected.

2S081S005R – Sta. No. 217+00 – Location # 2-11:

The signing on this eastbound Illinois Route - 5 sign structure, in Rock Island County, shall be revised as follows:

The existing "Exit 2 / Former IL 2 / ¾ Mile" sign shall be removed and a new "Exit 2 / Old IL 2 / ¾ Mile" sign fabricated in accordance with the sign detail sheet in the plans and erected.

The existing "Exit 1B / Interstate 80 West / Des Moines / ½ Mile", sign shall be overlaid in accordance with the sign design detail sheet provided in the contract.

The existing "Exit 1A / Interstate 80 East / To Interstate 74 Peoria" take off sign shall be overlaid in accordance with the sign detail sheet in the plans.

This work shall be completed during District 2 time restrictions for lane closures on Illinois Route 5 as indicated elsewhere in these Special Provisions or as directed by the Engineer.

2S081S005R – Sta. No. 232+00 – Location # 2-12:

The signing on this eastbound Illinois Route - 5 sign structure, in Rock Island County, shall be revised as follows:

The existing "Interstate 88 / Illinois 92 East / Sterling / Rock Falls" sign shall be overlaid in accordance with the sign detail sheet in the plans.

The existing "Exit 2 / Former IL 2 / ½ Mile", sign shall be removed and a new "Exit 2 / Old IL 2 / ½ Mile" sign fabricated in accordance with the sign detail sheet in the plans and erected.

The existing "Interstate 80 West / Des Moines" take off sign shall be overlaid in accordance with the sign detail sheet in the plans.

This work shall be completed during District 2 time restrictions for lane closures on Illinois Route 5 as indicated elsewhere in these Special Provisions or as directed by the Engineer.

REPLACE AND TIGHTEN SIGN MOUNTING CLIPS

This work shall consist of replacing missing post clips and post clip bolts or tightening loose post clip bolts on signs mounted on overhead sign structures. Stainless steel bolt, nuts and washers shall be used with stainless steel post clips or aluminum post clips for all overhead - mounted signs.

Stainless steel post clips shall conform to ASTM 276, Type 304 and aluminum post clips shall conform to ASTM B 108, 356-T6. A flat washer shall be used under each nut to prevent gouging of the clip. Stainless steel bolt, nuts and washers for fastening extruded aluminum sign panels to supports shall conform to ASTM A 276, Type 304. Nuts shall conform to ASTM A 194 Grade 8 and be of the self - locking type. Washers shall conform to ASTM A 240, Type 304.

This work will be paid for at the contract unit price each per sign location for REPLACE AND TIGHTEN SIGN MOUNTING CLIPS PER EACH SIGN; which price shall include furnishing and installing post clips and post clip bolts complete with washers and tightening all loose sign clip bolts for each overhead sign location shown in the plans and providing all necessary traffic control.

REMOVE AND REINSTALL SIGN PANEL

This work shall consist of removing the existing sign panel(s) from an overhead sign structure and reinstalling the sign panel(s) on a new overhead sign structure, removing the exit hats and installing additional aluminum extrusions for the proper sign height at the locations indicated below in this special provision.

The Contractor shall carefully remove the existing u-bolt nuts so as not to damage the existing u-bolts, since these may be reused to re-erect the existing sign panel(s). Any u-bolts or nuts damaged by the Contractor shall be replaced at his expense.

Due to down sizing of the overhead sign structure, the chord diameter of the replacement truss may be smaller and require the replacement of all u-bolts, to match the chord diameter of the replacement truss, for reinstalling the sign panel(s). This work may also require field drilling new holes in the sign support brackets to maintain the proper clearance above the roadway.

The sign(s) shall be installed at the same distance from the end support as the original installation, unless otherwise directed by the Engineer.

The aluminum extrusions and the installation shall be in according to the requirements of Section 1090 of the Standard Specification, as shown on the plans and/or as directed by the Engineer.

If the additional aluminum extrusions project above the existing sign support brackets the Contractor shall install a minimum of three 4WF1.79 sign support brackets of at least twice the length of the sign panel projected above the existing sign support brackets.

The cost of removing the exit hats, installing the new aluminum extrusions and providing any additional sign support brackets shall be included in the cost of removing and reinstalling the sign panel. The removed exit hats shall become the property of the Contractor and shall be disposed of outside of the right-of-way.

Basis of Payment: This work will be paid for at the contract unit price per square foot for REMOVE AND REINSTALL SIGN PANEL, which price includes replacing any U-bolts as necessary and providing the necessary traffic control.

REMOVE ELECTRIC SERVICE

This work shall consist of disconnecting the electrical service to the sign lighting for an overhead sign structure to be removed. Disconnect the electric cable to the sign lighting, pulling and removing the cable from the overhead sign structure. Included as part of this work shall be terminating the electrical cable to the overhead sign structure from its source, which is the nearest highway lighting pole or meter base. The Contractor shall disconnect the lighting cable at its source, remove the cable from the conduit and make all necessary cable splices required by the Engineer.

The removed cable shall become the property of the Contractor and shall be disposed of outside of the right-of-way.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE ELECTRIC SERVICE, which price shall be payment in full for completing the work described above and providing all necessary traffic control.

OVERHEAD SIGN STRUCTURE - SPAN, TYPE IA, IIA, IIIA

This work shall consist of furnishing and installing a Type IA, IIA or IIIA overhead sign structure-span on either new end supports or existing end supports at the location shown in the plans.

The Contractor shall be responsible for field verifying the existing dimensions for the end supports and the span length to assure the proper fit for the replacement truss on the existing end supports.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans and as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract, conforming to the dimensions shown on the details included in the contract, and the applicable requirements of Section 1094.

The replacement overhead sign structure-span shall include the fabrication and installation of truss grating, to facilitate inspections, the entire length of the span conforming to the details shown in the contract.

The cost of fabricating and installing the truss grating and the truss damper shall be included in the cost of fabricating and installing the replacement overhead sign structure-span.

Due to the down sizing of the overhead sign structures a retrofit for the support frame at those locations where the existing end supports will be used is required. The retrofit for the existing end supports shall meet the requirements shown on the "OVERHEAD SIGN STRUCTURES EXISTING SUPPORT FRAME RETROFIT FOR ALUMINUM TRUSS" as shown on detail sheet OS-A-12 RETROFIT. The cost of the retrofit shall be included in the cost of fabricating and installing the replacement overhead sign structure-span.

This work shall be done in accordance with Section 733, including providing all necessary mounting hardware and as specified herein.

Shop drawings for the new structure will be provided by the Contractor and approved in writing before any new materials are ordered or fabrication is begun.

Before starting work, the Contractor shall provide an erection plan to the Engineer detailing the method of erection proposed to be followed and the amount and type of equipment proposed to be used. The plan shall be subject to the approval of the Engineer.

The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of the Contractor's method or equipment or from carrying out the work in full.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per foot for OVERHEAD SIGN STRUCTURE-SPAN, TYPE IA, IIA or IIIA which price shall include providing all necessary traffic control.

OVERHEAD SIGN STRUCTURE - CANTILEVER, TYPE IA, IIA, IIIA

This work shall consist of furnishing and installing a Type IA, IIA or IIIA overhead sign structure-cantilever with support on a new concrete foundation at the location shown in the plans.

The Contractor and the Engineer shall field verify the correct cantilever support height, once the elevations for the pavement and the top of the new concrete foundation have been determined.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans and as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract conforming to the dimensions shown on the details included in the contract and the applicable requirements of Section 1094.

The overhead sign structure-cantilever shall include the fabrication and installation of truss grating, to facilitate inspections, the entire length of the truss conforming to the details shown in the contract. The cantilever shall also include the installation of the truss damper shown in the fabrication details. The cost of fabricating and installing the truss grating and the truss damper shall be included in the cost of fabricating and installing the overhead sign structure-cantilever.

This work shall be done in accordance with Section 733, including providing all necessary mounting hardware and as specified herein.

Shop drawings for the new structure will be provided by the Contractor and approved in writing before any new materials are ordered or fabrication is begun.

Before starting work, the Contractor shall provide an erection plan to the Engineer detailing the method of erection proposed to be followed and the amount and type of equipment proposed to be used. The plan shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of the Contractor's method or equipment or from carrying out the work in full.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per foot for **OVERHEAD SIGN STRUCTURE-CANTILEVER, TYPE IA, IIA or IIIA** which price shall include providing all necessary traffic control.

CONCRETE FOUNDATIONS FOR SIGN SUPPORTS

This work shall consist of constructing Class DS concrete foundations for the installation of structural steel sign supports and overhead sign structures. The Contractor shall be responsible for staking and laying out of the concrete foundation to obtain the proper elevation of the overhead sign structure above the crown of the pavement.

The concrete shall be obtained from a predetermined approved source. A list of approved suppliers may be obtained from the district contact.

Concrete foundations of the type and size specified in the plans shall be constructed in accordance with the applicable requirements of Section 503 and 734 of the Standard Specifications for Road and Bridge Construction. The top segment of the foundations shall be formed down to a depth of at least 300 mm (1 foot) below the ground line.

The excavated material removed for installation of the foundations shall be disposed of outside the right-of-way at the Contractor's expense.

Concrete foundations will be measured for payment in accordance with the requirements of Article 503.21 of the Standard Specifications for Road and Bridge Construction.

The dimensions for the anchor bolt pattern for the overhead sign structure to be relocated shall be field verified by the Contractor and the Engineer.

Soil borings not included in the plans for the overhead sign structures will be made available to the Contractor at the Pre-construction Conference or prior to the start of construction:

This work will be paid for at the contract unit price per cubic meter (cubic yard) of **DRILLED SHAFT CONCRETE FOUNDATION**, which price shall be payment in full for all necessary excavating, back-filling, form-work, furnishing and placing all materials, including the Class DS Concrete, reinforcing steel, anchor bolts, nuts, and washers complete in place and providing all necessary traffic control.

REMOVE OVERHEAD SIGN STRUCTURE – SPAN

This work shall consist of removing an overhead sign structure span, excluding end support(s), in accordance with the requirements of Section 736 and as specified herein.

The Contractor shall carefully remove the existing u-bolt and nuts so as not to damage the existing u-bolts, since these may be reused in the installation of the replacement truss.

Any u-bolts or nuts damaged by the Contractor shall be replaced at his expense. The Contractor shall use care in the removal of the existing overhead sign structure so as not to cause any damage to the existing end supports.

The removed deteriorated overhead sign structure span shall become the property of the Contractor and shall be completely removed from the right-of-way. Any salvage value of the sign structure to be removed shall be reflected in the Contractor's bid for the removal of the overhead sign structure.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE OVERHEAD SIGN STRUCTURE-SPAN, which price shall be for complete removal of the overhead sign structure from the right-of-way, includes providing all necessary traffic control.

REMOVE OVERHEAD SIGN STRUCTURE- CANTILEVER

This work shall consist of removing a cantilever overhead sign structure and its support in accordance with the requirements of Section 736 and as specified herein.

Any sign panels attached to the end support shall be carefully removed for re-installation on the new end support or as directed by the Engineer.

The removed deteriorated overhead sign structure cantilever and its support shall become the property of the Contractor and shall be completely removed from the right-of-way. Any salvage value of the sign structure to be removed shall be reflected in the Contractor's bid for the removal of the overhead sign structure.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of 15 minutes to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

The Contractor shall be responsible for shutting off the electrical power to the overhead sign structure before disconnecting the sign lighting prior to removal of the overhead structure.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE OVERHEAD SIGN STRUCTURE-CANTILEVER, which price shall be for complete removal of the overhead sign structure from the right-of-way, includes providing all necessary traffic control. Shutting off the electrical power and disconnecting the sign lighting will be paid for as DISCONNECT & RECONNECT ELECTRIC SERVICE

REMOVE CONCRETE FOUNDATION-OVERHEAD

This work shall consist of removing and disposing of an existing overhead sign structure foundation in accordance with Section 737 of the Standard Specifications and the following provisions.

Underground conduits and cables shall be separated from the foundation at 750 mm (2.5 feet) below grade and salvaged for reused to the new concrete foundation, when specified.

All debris resulting from this operation shall be removed from the right-of-way.

This work will be paid for at the contract unit price each for REMOVE CONCRETE FOUNDATION-OVERHEAD, which price shall be payment in full for all equipment and labor necessary to complete the work and backfill the hole as herein described, including providing all necessary traffic control.

OVERHEAD SIGN STRUCTURE-END SUPPORT

This work shall consist of furnishing all necessary labor and materials to replace deteriorated or damaged end support(s) for an overhead sign structure-span. The Contractor shall furnish and install new hot dip galvanized anchor rod nuts and washers. Any existing sign panel(s) attached to the end support shall be removed and reinstalled and a structure number shall be installed on the new end support when required.

The Contractor shall carefully remove the existing anchor bolt nuts so as not to damage the existing anchor rods, since these will be reused to install the new overhead sign structure end support(s).

This work shall be done in accordance with the applicable requirements of Section 733 and as specified herein.

Materials shall conform to the requirements of the sign structure detail sheets submitted for each location and the applicable requirements of Section 733.

Shop drawings for the replacement end supports will be provided by the Contractor and approved in writing before any new materials are ordered.

The removed damaged or deteriorated end support shall become the property of the Contractor and shall be completely removed from the right-of-way.

This work shall include all labor, materials and equipment necessary for proper execution and completion of the work as shown on the plans as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

This work will be paid for at the contract unit price each for STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE-SPAN which price shall includes providing all necessary traffic control.

SIGN PANEL OVERLAYS FOR OVERHEAD MOUNTED GUIDE SIGNS

This work shall consist of removing all existing demountable legend, including shields and supplemental panels, and existing overlay sign panels from extruded sign panels. The legend, shields, supplemental panels and overlay panels to be removed shall be removed in accordance with the requirements of Article 721.03.

All reflectorized signs and supplemental panels and legends shall be fabricated in accordance with the sheeting provisions for "SIGN PANEL – TYPE 3"

The Contractor and the Engineer shall field verify the existing dimensions of all of the signs before ordering any overlay panels to assure that the sign designs shown in the plans fit the existing sign panels. Any sign design changes required to make the overlay panels fit the existing signs must be approved in writing by the Engineer. It shall be the Contractor's responsibility to replace any overlay sign panels that do not fit the existing sign panels.

Once the existing items have been removed and there are no rivets protruding from the surface of the extrusions the Contractor shall install new sign panel overlays. The sign panel overlay shall be installed in accordance with the requirements of Article 721.03. The installation of shields and supplemental panels will be incidental to the contract and no additional compensation will be allowed. Individual signs shall not be out of service for longer than 6 consecutive hours unless otherwise extended by the Engineer.

The Contractor shall review the sign attachment to the overhead sign structure to assure that the sign is attached to the supports in accordance with the provisions of Standard 720021. Any broken or missing sign clips and bolts shall be replaced by the Contractor. The cost of replacing broken or missing sign clips and bolts shall be incidental to the cost of the contract.

Traffic control and protection shall be in accordance with the traffic control standards incorporated in the contract or as directed by the Engineer of Traffic Operations. The Contractor shall contact the Engineer in the district where the work is to be performed to determine if there are any time restrictions when the work order may be completed.

When additional aluminum extrusions are required to increase the sign height of the existing sign panel to accommodate the size of the overlay sign panels, the cost of the additional extrusions will be included in the cost to REMOVE AND REINSTALL SIGN PANEL.

This work will be measured for payment in square feet from edge-to-edge (horizontally and vertically).

This work will be paid for at the contract unit price per square foot for SIGN PANEL OVERLAY. This price shall include furnishing all labor, equipment and mounting hardware necessary to complete the installation of the overlay sign panels to the satisfaction of the Engineer.

REMOVE AND REINSTALL WALKWAY

This work shall consist of removing the existing walkway and walkway support brackets from an overhead sign structure and reinstalling the walkway and walkway support brackets on a new overhead sign structure.

The Contractor shall carefully remove the existing u-bolt nuts so as not to damage the existing u-bolts, since these may be reused to re-erect the existing walkway support brackets. Any u-bolts or nuts damaged by the Contractor shall be replaced at his expense.

Due to downsizing of the overhead sign structure, the chord diameter of the replacement truss may be smaller and require the replacement of all u-bolts, to match the chord diameter of the replacement truss, for reinstalling the walkway support brackets. This work may also require field drilling new holes in the walkway support brackets to maintain the proper clearance above the roadway.

The Contractor shall review the walkway attachment to the walkway support brackets to assure that the walkway is attached to the brackets in accordance with Standard OS-A-10 "Overhead Sign Structures Aluminum Walkway Details". Any broken or missing walkway tie down clips or bolts shall be replaced by the Contractor. The cost of replacing broken or missing walkway tie down clips and bolts shall be incidental to the cost of the contract.

The walkway shall be installed at the same distance from the end support as the original installation, unless otherwise directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per foot for REMOVE AND REINSTALL WALKWAY, which price includes replacing any U-bolts and broken or missing walkway tie down clips and bolts as necessary and providing the necessary traffic control.

REMOVE EXISTING SIGN PANEL

This work shall consist of removing an existing overhead sign panel. The sign panel shall be removed completely, including exit panel and all hardware, and transported from the right-of-way. The panel and hardware shall become the property of the State and shall be delivered to the District 2 Sign Shop in Dixon or a location designated by the Engineer.

This work will be paid for at the contract unit price each for REMOVE EXISTING SIGN PANEL, which price shall include complete removal of the sign, including exit panel, if any, from the right-of-way.

SIGN PANEL – TYPE 3

This work shall consist of furnishing and erecting an extruded sign panel complete with reflectorized sign face, legend, and supplemental panels or plates, on existing sign support(s) at the location(s) specified. The type, size, and content of legend requirements will be as specified below and/or sign design details.

The aluminum extrusions and the installation shall be in according to the requirements of Section 1090 of the Standard Specification, as shown on the plans and/or as directed by the Engineer.

All Type III reflectorized guide signs, supplemental signs, including route shields and supplemental panels shall be fabricated using faces and legend of Type ZZ retroreflective sheeting. This shall include mainline, ramp, crossroad interchange approach directional signing, and route markers.

All remaining signing shall be fabricated using a background material of Type AP retroreflective sheeting. All signs shall be fabricated such that the copy or text and background material is applied in the preferred orientation for the maximum retroreflectivity per the manufacturer's recommendation. Background sheeting and legend shall be provided by the same manufacturer.

This specification shall apply to all colors of sheeting used in this contract except for blue and brown. Signs fabricated with blue and brown sheeting shall use Type AP for the background reflective sheeting with the legend of Type ZZ reflective sheeting.

This work will be measured for payment in square feet from edge-to-edge (horizontally and vertically).

The Contractor shall package all signs so as to prevent damage during shipment.

This work will be paid, for at the contract unit price per square foot, for SIGN PANEL – TYPE 3. This price shall include, furnishing all materials, fabricating the sign panel (including sign face and sign legend), furnishing all mounting hardware (including any 4WF1.79 sign brackets required for overhead sign structure mounting) and installing the sign panel on previously erected sign supports or sign structures. Removal of any existing sign panel(s) will be paid for in accordance with REMOVE EXISTING SIGN PANEL.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

“107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders.”

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

“Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01.”

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term “equipment” refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any “rental” equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible.

Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2010

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. 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 **0.0%** 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 only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work.

A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.

(b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The names and addresses of DBE firms that will participate in the contract;

(2) A description, including pay item numbers, of the work each DBE will perform;

(3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

(4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524).

Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. 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.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials 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.

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

- (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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals.

Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.

(f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(g) 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. 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 of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises 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.

(h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer.

If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.

(i) 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.

(j) 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.

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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 FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

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 at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

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.”

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revised: November 1, 2009

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

“(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor’s activities represents a violation of the Department’s NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department’s NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer’s acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Table A Deficiency Deduction Gravity Adjustment Factors				
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			
	< 5 Acres	5 - 10 Acres	>10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"

NIGHTTIME WORK ZONE LIGHTING (BDE)

Effective: November 1, 2008

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

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

- (a) Installation or Removal of Work Zone Traffic Control. The required lighting level shall be provided at each truck and piece of equipment used during the installation or removal of work zone traffic control. Headlights may be operated in the work zone.
- (b) Milling and Paving. The required lighting level shall be provided by mounting a minimum of one balloon light to each piece of mobile construction equipment used in the work zone. This would include milling machines, mechanical sweepers, material transfer devices, spreading and finishing machines, and rollers; but not include trucks used to transport materials and personnel or other vehicles that are continuously moving in and out of the work zone. The headlights of construction equipment shall not be operated within the work zone.

- (c) Patching. The required lighting level shall be provided at each patching location where work is being performed.
- (d) Pavement Marking and Raised Reflective Pavement Marker Removal/Installation. The striping truck and the attenuator/arrow board trucks may be operated by headlights alone; however, additional lighting may be necessary for the operator of the striping truck to perform the work.

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

- (e) Layout, Testing, and Inspection. The required lighting level shall be provided for each active area of construction layout, material testing, and inspection. The work area shall be defined as 15 ft (7.6 m) in front and back of the individual(s) performing the tasks.

Basis of Payment. This work will be paid for at the contract lump sum price for NIGHTTIME WORK ZONE LIGHTING.

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.

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

“All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments.”

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

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. [The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.](#)”

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.”

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.

ILLINOIS DEPARTMENT OF LABOR
PREVAILING WAGES FOR
ROCK ISLAND & WINNEBAGO COUNTIES
EFFECTIVE APRIL 2010

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.

Rock Island County Prevailing Wage for April 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		23.010	23.510	1.5	1.5	2.0	5.750	5.550	0.000	0.800
ASBESTOS ABT-GEN		HWY		24.750	25.750	1.5	1.5	2.0	5.900	6.110	0.000	0.800
ASBESTOS ABT-MEC		BLD		19.750	20.750	1.5	1.5	2.0	5.750	2.500	0.000	0.000
BOILERMAKER		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD		26.430	27.930	1.5	1.5	2.0	6.800	5.150	0.000	0.420
CARPENTER		BLD		26.380	27.700	1.5	1.5	2.0	6.710	6.300	0.000	0.600
CARPENTER		HWY		26.940	28.690	1.5	1.5	2.0	6.880	8.520	0.000	0.450
CEMENT MASON		BLD		24.640	26.140	1.5	1.5	2.0	5.450	6.950	0.000	0.500
CEMENT MASON		HWY		24.440	25.440	1.5	1.5	2.0	5.600	7.870	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.420	0.000	1.5	1.5	2.0	6.800	5.140	0.000	0.230
ELECTRIC PWR EQMT OP		ALL		26.260	0.000	1.5	1.5	2.0	4.750	7.360	0.000	0.200
ELECTRIC PWR GRNDMAN		ALL		21.950	0.000	1.5	1.5	2.0	4.750	6.150	0.000	0.160
ELECTRIC PWR LINEMAN		ALL		33.120	35.770	1.5	1.5	2.0	4.750	9.270	0.000	0.250
ELECTRICIAN		BLD		30.520	32.520	1.5	1.5	2.0	5.500	8.390	0.000	0.310
ELECTRONIC SYS TECH		BLD		23.000	24.750	1.5	1.5	2.0	6.580	5.010	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		36.740	41.330	2.0	2.0	2.0	10.03	9.460	2.200	0.000
GLAZIER		BLD		23.920	25.360	1.5	1.5	2.0	6.050	5.400	0.000	0.350
HT/FROST INSULATOR		BLD		27.860	29.060	1.5	1.5	2.0	5.000	11.00	0.000	0.800
IRON WORKER		ALL		27.160	29.330	1.5	1.5	2.0	8.140	9.280	0.000	0.520
LABORER		BLD	1	21.510	22.010	1.5	1.5	2.0	5.750	5.550	0.000	0.800
LABORER		BLD	2	23.010	23.510	1.5	1.5	2.0	5.750	5.550	0.000	0.800
LABORER		BLD	3	23.660	24.160	1.5	1.5	2.0	5.750	5.550	0.000	0.800
LABORER		HWY	1	24.250	25.250	1.5	1.5	2.0	5.900	6.110	0.000	0.800
LABORER		HWY	2	24.750	25.750	1.5	1.5	2.0	5.900	6.110	0.000	0.800
LABORER		HWY	3	25.380	26.380	1.5	1.5	2.0	5.900	6.110	0.000	0.800
LATHER		BLD		26.380	27.700	1.5	1.5	2.0	6.710	6.300	0.000	0.600
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD		18.420	0.000	1.5	1.5	2.0	6.800	5.140	0.000	0.230
MARBLE MASON		BLD		22.760	23.260	1.5	1.5	2.0	6.800	5.140	0.000	0.230
MILLWRIGHT	N	BLD		34.400	37.840	1.5	1.5	2.0	7.100	11.94	0.000	0.500
MILLWRIGHT	S	BLD		27.250	28.950	1.5	1.5	2.0	6.400	9.640	0.000	0.500
OPERATING ENGINEER		BLD	1	26.600	0.000	1.5	1.5	2.0	12.45	6.600	1.500	0.700
OPERATING ENGINEER		BLD	2	23.950	0.000	1.5	1.5	2.0	12.45	6.600	1.500	0.700
OPERATING ENGINEER		BLD	3	22.900	0.000	1.5	1.5	2.0	12.45	6.600	1.500	0.700
OPERATING ENGINEER		HWY	1	26.600	27.600	1.5	1.5	2.0	12.45	6.600	1.500	0.700
OPERATING ENGINEER		HWY	2	25.000	27.600	1.5	1.5	2.0	12.45	6.600	1.500	0.700
OPERATING ENGINEER		HWY	3	23.850	27.600	1.5	1.5	2.0	12.45	6.600	1.500	0.700
PAINTER		ALL		25.270	26.270	1.5	1.5	1.5	4.850	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		26.520	27.520	1.5	1.5	1.5	4.850	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		25.770	26.770	1.5	1.5	1.5	4.850	6.100	0.000	0.600
PILEDRIIVER		BLD		26.380	27.700	1.5	1.5	2.0	6.710	6.300	0.000	0.600
PILEDRIIVER		HWY		26.940	28.690	1.5	1.5	2.0	6.880	8.520	0.000	0.450
PIPEFITTER		ALL		33.400	36.740	1.5	1.5	2.0	5.000	9.810	0.000	0.850
PLASTERER		BLD		27.800	29.800	1.5	1.5	2.0	4.500	5.450	0.000	0.500
PLUMBER		ALL		33.400	36.740	1.5	1.5	2.0	5.000	9.810	0.000	0.850
ROOFER		BLD		23.800	25.050	1.5	1.5	2.0	7.340	5.120	0.000	0.220
SHEETMETAL WORKER		BLD		28.270	30.120	1.5	1.5	2.0	7.040	8.790	0.000	0.410
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON		BLD		26.430	27.930	1.5	1.5	2.0	6.800	5.150	0.000	0.420
TERRAZZO FINISHER		BLD		18.420	0.000	1.5	1.5	2.0	6.800	5.140	0.000	0.230
TERRAZZO MASON		BLD		22.760	23.260	1.5	1.5	2.0	6.800	5.140	0.000	0.230
TILE LAYER		BLD		26.380	27.700	1.5	1.5	2.0	6.710	6.300	0.000	0.600
TILE MASON		BLD		22.760	23.260	1.5	1.5	2.0	6.800	5.140	0.000	0.230
TRUCK DRIVER		ALL	1	28.605	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER		ALL	2	29.005	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER		ALL	3	29.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER		ALL	4	29.455	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER		ALL	5	30.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250

TRUCK DRIVER	O&C 1	21.450	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 2	21.750	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 3	21.900	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 4	22.090	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 5	22.650	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TUCKPOINTER	BLD	26.430	27.930	1.5	1.5	2.0	6.800	5.150	0.000	0.420

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of

telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

OPERATING ENGINEERS - BUILDING

Class 1. An engineer on Crane; Shovel; Clamshell; Dragline; Backhoe; Derrick; Tower Crane; Cable Way; Concrete Spreader (servicing two pavers); Asphalt Spreader; Asphalt Mixer; Plant Engineer; Dipper Dredge Operator; Dipper Dredge Craneman; Dual Purpose Truck (boom or winch); Leverman or Engineman (hydraulic dredge); Mechanic; Paving Mixer with tower attached; Pile Driver; Boom Tractor; Stationary, Portable, or Floating Mixing Plant; Trenching Machine (over 40 H.P.); Building Hoist (two drums); Hot Paint Wrapping Machine; Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Qualified Welder; Tow or Push Boat; Concrete Paver; Seaman Trav-L-Plant or similar machines; CMI Autograder or similar machine; Slip Form Paver; Caisson Augering Machine; Mucking Machine; Asphalt Heater-Planer Unit; Hydraulic Cranes; Mine Hoists; Laser Screed; Athey; Barber-Green; Euclid or Haiss Loader; Asphalt Pug Mill; Fireman and Drier; Concrete Pump; Concrete Spreader (servicing one paver); Bulldozer; Endloader; Log Chippers or similar machines; Elevating Grader; Group Equipment Greaser; LeTourneaupul and similar machines; Off-Road Haul Units, DW-10; Hyster Winch and similar machines; Motor Patrol; Power Blade; Push Cat; Tractor Pulling elevating Grader or Power Blade; Tractor, Operating Scoop or Scraper; Tractor with Power Attachment; Roller on Asphalt or Blacktop; Single Drum Hoist; Jaeger Mix and Place Machine; Pipe Bending Machine; Flexaplane or similar machines; Automatic Curbing Machines; Automatic Cement and Gravel Batch Plants (one stop set-up); Seaman Pulvi-Mixer or similar machines; Blastholer Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Self-propelled Sheep Foot Roller or Compactor (used in conjunction with a Grading Spread); Asphalt Spreader Screed Operator; Apsco spreader or similar machine; Slusher; Forklift (over 6000 lb. cap. or working at heights above 28 ft.); Concrete Conveyors; Chip Spreader; Underground Boring Machine; Straddle Carrier, Hydro Hammer; Hydraulic Pumps or Power Units Driven by any power source (except manually) used to hoist or lift machinery or material.

Class 2. An engineer on Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Concrete Finishing Machine; Form Grader with Roller on Earth; Mixers (3 bag to 16E); Power Operated Bull Float; Tractor without Power attachment; Dope Pot (agitating motor); Dope Chop Machine, Distributor (back end); Portable Machine Fireman; Power Winch on Paving Work; Self-propelled Roller or Compactor (other than provided for above); Pump Operator (more than one well-point pump); Portable Crusher Operator; Trench Machine (under 40 H.P.); Power Subgrader (on forms) or similar machines; Forklift (6000 lb. or less cap.) Gypsum Pump; Conveyor over 20 H.P.; Fuller Kenyon Cement Pump or

similar machines; Light Plant; Mixers (1 or 2 bag); Power Batching Machine (Cement Auger or Conveyor); Boiler (Engineer or Fireman); Mechanical Broom; Automatic Cement and Gravel Batch Plants (two or three stop set-up); Small Rubber-tired Tractors (not including backhoes or endloaders); Self-propelled Curing Machine; Driver on Truck Crane or similar machines.

Class 3. Engineer on a Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Belt Machine; Small Outboard Motor Boats (Safety Boat and Life Boat); Engine Driven Welding Machine; Small Tractors (used to unroll or roll wire mesh); Water Pumps; Air Compressors; Permanent Automatic Elevators or Deck Engineers.

OPERATING ENGINEERS- HIGHWAY

Class 1. An engineer on Crane; Shovel; Clamshell; Spreader (servicing two pavers); Asphalt Spreader; Asphalt Mixer; Plant Engineer; Dipper Dredge Operator; Dipper Dredge Craneman; Dual Purpose Truck (boom or winch); Leverman or Engineman (hydraulic dredge); Mechanic; Paving Mixer with tower attached; Pile Driver; Boom Tractor; Stationary, over 40 h.p.; Building Hoist (two drums); Hot Paint Wrapping Machine; Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Qualified Welder; Tow or Push Boat; Concrete Paver; Seaman Trav-L-Plant or similar machines; CMI Autograder or similar machines; Slip Form Paver; Caisson Augering Machine; Mucking Machine; Asphalt Heater Planer Unit; Hydraulic Cranes; Laser Screed; engineer on Athey; Barber-Green; Euclid or Haiss Loader; Asphalt Pug Mill; Fireman and Drier; Concrete Pump; Concrete Spreader (servicing one paver); Bulldozer; Endloader; Log Chippers or similar machines; Elevating Grader; Group Equipment Greaser, LeTourneaupul and similar machines; off-road haul units; DW -10; Hyster Winch and similar machines; Motor Patrol, Power Blade, Push Cat, Tractor Pulling elevating Grader or Power Blade; Tractor Operating Scoop or Scraper; Tractor with Power Attachment; Roller on Asphalt or Blacktop; Single Drum Hoist; Jaeger Mix and Place Machine; Pipe Bending Machine; Flexaplane or similar machines; Automatic Curbing Machines; Automatic Cement and Gravel Batch Plants (one stop set-up); Seaman Pulvi-Mixer or similar machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Self-Propelled Sheep Foot Roller or Compactor (used in conjunction with a Grading Spread); Asphalt Spreader Screed Operator; Apsco spreader or similar machine; Forklift (over 6000 lb. cap. or, working at heights above 28 ft.); Concrete Conveyors; and Chip Spreader.

Class 2. An engineer on Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Underground Boring Machine; Concrete Finishing Machine; Form Grader with Roller on Earth; Mixers (3 bag to 16E); Power Operated Bull Float; Tractor without Power attachment; Dope Pot (agitating motor); Dope Chop Machine; Distributor (back end); Straddle Carrier; Portable Machine Fireman; Hydro-Hammer; Power Winch on Paving Work; Self-propelled Roller or Compactor (other than provided for above); Pump Operator (more than one well-point pump); Portable Crusher Operator; Trench Machine (under 40 H.P.); Power Subgrader (on forms) or similar machines; Forklift (6000 lb. or less capacity); Gypsum Pump; Conveyor over 20 H.P.; Fuller Kenyon Cement Pump or similar machines; Air Compressor (400 c.f.m. or over); Light Plant; Mixers (1 or 2 bag); Power Batching Machine (Cement Auger or Conveyor); Boiler (Engineer or Fireman); Water Pumps; Mechanical Broom; Automatic Cement and Gravel Batch Plants (two or three stop set-up); Small Rubber tired Tractors (not including backhoes or endloaders); Self-propelled Curing Machine; Brush Chipper; Driver on Truck Crane or similar machines.

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Belt Machine; Small Outboard Motor Boats (Safety Boat and Life Boat); Engine Driven Welding Machine; Small Tractors (used to unroll or roll wire mesh).

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

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 217-782-1710 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.

Winnebago County Prevailing Wage for April 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		28.810	29.810	1.5	1.5	2.0	7.290	10.41	0.000	0.800
ASBESTOS ABT-MEC		BLD		18.950	0.000	1.5	1.5	2.0	2.700	3.350	0.000	0.000
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		34.500	37.250	1.5	1.5	2.0	6.550	10.96	0.000	0.510
CARPENTER		BLD		34.010	37.750	1.5	1.5	2.0	6.550	10.50	0.000	0.600
CARPENTER		HWY		33.170	34.920	1.5	1.5	2.0	6.550	8.800	0.000	0.490
CEMENT MASON		ALL		34.000	36.750	1.5	1.5	2.0	6.550	10.55	0.000	0.150
CERAMIC TILE FNSHER		BLD		29.530	0.000	1.5	1.5	2.0	6.550	4.230	0.000	0.440
COMMUNICATION TECH		BLD		33.000	36.300	1.5	1.5	2.0	9.390	9.550	0.000	0.660
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		38.520	42.370	1.5	1.5	2.0	9.390	13.96	0.000	0.770
ELEVATOR CONSTRUCTOR		BLD		42.540	47.860	2.0	2.0	2.0	10.03	9.460	2.550	0.000
GLAZIER		BLD		30.330	31.330	1.5	1.5	2.0	7.500	7.250	0.000	0.750
HT/FROST INSULATOR		BLD		32.680	35.130	1.5	1.5	2.0	7.250	12.07	0.000	0.000
IRON WORKER		ALL		35.000	36.750	2.0	2.0	2.0	7.700	18.76	0.000	1.200
LABORER		BLD		28.810	29.810	1.5	1.5	2.0	7.290	10.41	0.000	0.800
LABORER		HWY		27.660	28.410	1.5	1.5	2.0	7.290	10.41	0.000	0.800
LABORER, SKILLED		HWY		29.510	30.260	1.5	1.5	2.0	7.290	10.41	0.000	0.800
LATHER		BLD		34.010	37.750	1.5	1.5	2.0	6.550	10.50	0.000	0.600
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD		29.530	0.000	1.5	1.5	2.0	6.550	4.230	0.000	0.440
MARBLE MASON		BLD		32.020	32.270	1.5	1.5	2.0	6.550	6.730	0.000	0.470
MATERIAL TESTER I		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		BLD		33.970	37.370	1.5	1.5	2.0	6.550	12.35	0.000	0.500
OPERATING ENGINEER		BLD	1	39.150	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD	2	38.450	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD	3	36.000	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD	4	34.000	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD	5	42.900	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD	6	42.150	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD	7	39.150	43.150	2.0	2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	1	39.000	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	2	38.450	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	3	37.150	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	4	35.700	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	5	34.250	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	6	42.000	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY	7	40.000	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
PAINTER		ALL		34.500	36.500	1.5	1.5	1.5	7.500	7.250	0.000	0.750
PILEDRIVER		BLD		35.010	38.860	1.5	1.5	2.0	6.550	10.50	0.000	0.600
PILEDRIVER		HWY		33.170	34.920	1.5	1.5	2.0	6.550	8.800	0.000	0.490
PIPEFITTER		BLD		37.200	39.800	1.5	1.5	2.0	7.640	9.880	0.000	0.700
PLASTERER		BLD		32.540	35.790	1.5	1.5	2.0	6.550	10.70	0.000	0.150
PLUMBER		BLD		37.200	39.800	1.5	1.5	2.0	7.640	9.880	0.000	0.700
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		34.160	36.090	1.5	1.5	2.0	5.150	13.51	0.520	0.290
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON		BLD		34.500	37.250	1.5	1.5	2.0	6.550	10.96	0.000	0.510
TERRAZZO FINISHER		BLD		29.530	0.000	1.5	1.5	2.0	6.550	4.230	0.000	0.440
TERRAZZO MASON		BLD		32.020	32.270	1.5	1.5	2.0	6.550	6.730	0.000	0.470
TILE LAYER		BLD		34.010	37.750	1.5	1.5	2.0	6.550	10.50	0.000	0.600
TILE MASON		BLD		32.020	32.270	1.5	1.5	2.0	6.550	6.730	0.000	0.470
TRUCK DRIVER		ALL	1	25.880	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000
TRUCK DRIVER		ALL	2	26.030	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000

TRUCK DRIVER	ALL	3	26.230	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000
TRUCK DRIVER	ALL	4	26.430	26.430	1.5	1.5	2.0	5.150	6.500	0.000	0.000
TUCKPOINTER	BLD		34.500	37.250	1.5	1.5	2.0	6.550	10.96	0.000	0.510

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

WINNEBAGO COUNTY

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, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and

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

LABORER, SKILLED - HIGHWAY

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

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.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers);

Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving and Extracting); Pumps, Over 3" (1 to 3 not to exceed 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. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics

Class 7. Gradall.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; 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; Lubrication

Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; 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; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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; TTeamsters 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 217-782-1710 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.