State of	)		
County of _	) ss. )		
	AF	FIDAVIT	
	(	of(bidder)	,
	(name of affiant)	(bidder)	
being first	duly sworn upon oath, states as follows	s:	
1.	That I am the(Officer or position)	of	
	(Officer or position)	(Bidder)	
	and have personal knowledge of the f	facts herein stated.	
2.	That, if selected under this bid propos	sal,	will
		(Bidder)	
	maintain a business office in the State	e of Illinois which will be located in	
	County, Illinois.		
3.	That this business office will serve as	the primary place of employment for a	any persons
	employed in the construction contem	iplated by this bid proposal.	
4.	That this Affidavit is given as a require	ement of state law as provided in Sect	ion 30-22(8) of
	the Illinois Procurement Code.		
		(Signature)	
		(-3	
		(Printed name of Affia	int)
This instru	ment was signed and attested before m	ne on the day of	, 20
by			
by	Notary Public Name)		
		(Notary Public Sign	ature)

(NOTARY SEAL)

### **BID PROPOSAL INSTRUCTIONS**

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

#### **PREQUALIFICATION**

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

#### WHO CAN BID?

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

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

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

#### WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

#### **ABOUT AUTHORIZATION TO BID**

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

#### ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> 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 <a href="mailto:DOT.D&Econtracts@illlinois.gov">DOT.D&Econtracts@illlinois.gov</a>

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <a href="mailto:Timothy.Garman@illinois.gov">Timothy.Garman@illinois.gov</a>.

#### STANDARD GUIDELINES FOR SUBMITTING BIDS

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

#### **BID SUBMITTAL CHECKLIST**

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

☐ <b>Proposal Bid Bond</b> – (Insert after the proposal signature page) Submit you using the current Proposal Bid Bond form provided in the proposal package. T the Proposal Bid Bond. If you are using an electronic bond, include your bid bothe Proof of Insurance printed from the Surety's Web Site.	he Power of Attorney page should be stapled to
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – Th Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE documentation of a Good Faith Effort, it is to follow the SBE Forms.	
The Bid Letting is now available in streaming Audio/Video from the IDOT the main page of the current letting on the day of the Letting. The stream will no bids does not begin until approximately 10:30 AM.	<b>Web Site.</b> A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the end Web page for the current letting.	d of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

105

Proposal Submitted By		
Name		
Address		
City		

# Letting April 25, 2014

#### NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 46306
EFFINGHAM-MACON-COLES Counties
Section D-7 OVD SIN STR REPL 14-42
Various Routes
District 7 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
☐ A <u>Cashier's Check</u> or a <u>Certified</u> <u>Check</u> is included.
☐ An Annual Bid Bond is included or is on file with IDOT.

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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TO THE DEPARTMENT OF TRANSPORTATION

**PROPOSAL** 

1. Proposal of	
Taxpayer Identification Number (Mandatory)	a
For the improvement identified and advertised for bids in the Invitation for Bids as:	
Contract No. 46306  EFFINGHAM-MACON-COLES Counties	

Contract No. 46306
EFFINGHAM-MACON-COLES Counties
Section D-7 OVD SIN STR REPL 14-42
Various Routes
District 7 Construction Funds

This project consists of repairing or replacing damaged or deteriorated overhead sign structure components at various locations within District 7.

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

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda, 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder 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, or as specified in the special provisions, 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</u>		oposal uaranty		<u>Amount</u>	of Bid	Proposal Guaranty
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 \$1	2,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000 \$2	5,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000 \$5	0,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000 \$7	5,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will 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 will become void or the proposal guaranty check will be returned to the undersigned.

## 

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

		ombination bid is submitted, the schedule below must be g the combination.	e completed in each proposal
		e bids are submitted for one or more of the sections co on bid must be submitted for each alternate.	nprising the combination, a
		Schedule of Combination Bids	
ombinati No.	on	Sections Included in Combination	Combination Bid Dollars Cents
140.		Sections included in combination	Donais Cents
		CES. The undersigned bidder submits herewith, in accorda	
schedu all exte schedu is an ei contrac contrac	le of prices for ensions and sure approxitions in the extent the control of the	CES. The undersigned bidder submits herewith, in accordar the items of work for which bids are sought. The unit price immations have been made. The bidder understands that the mate and are provided for the purpose of obtaining a gross ension of the unit prices, the unit prices will govern. Payment only for actual quantities of work performed and accepted alled quantities of work to be done and materials to be furnishelsewhere in the contract.	es bid are in U.S. dollars and cents, and the quantities appearing in the bid sum for the comparison of bids. If there are to the contractor awarded the correction materials furnished according to the
schedu all exte schedu is an er contrac omitted	alle of prices for ensions and sure are approximate in the extent will be made as provided as provided of the control of the c	r the items of work for which bids are sought. The unit price immations have been made. The bidder understands that the mate and are provided for the purpose of obtaining a gross ension of the unit prices, the unit prices will govern. Paymer only for actual quantities of work performed and accepted uled quantities of work to be done and materials to be furnise.	es bid are in U.S. dollars and cents, and the quantities appearing in the bid sum for the comparison of bids. If there are to the contractor awarded the corrector materials furnished according to the hed may be increased, decreased or Procurement Code (the Code) (30 ILCS)
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# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46306

State Job # - C-60-044-14

Project Number Route
VARIOUS

County Name - COLES- EFFINGHAM- MACON

Code - 29 - 49 - 115 District - 7 - 7 - 7

Section Number - D-7 OVD SIN STR REPL 14-42

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X7200075	REM & REIN SIGN PANEL	SQ FT	810.000				
X7200085	RPL/TIGH CLP PER SIGN	EACH	4.000				
X7230203	INSTALL SIGN PANEL T3	SQ FT	133.000				
X7330066	REP HDRL LOC PIN CON	EACH	2.000				
X7330068	TIGHTEN CANT CONN	EACH	2.000				
X7330070	OVHD SN SUP GROUT REP	EACH	5.000				
X7330080	REPL WLKWY S BRKT BLT	EACH	5.000				
X7330090	METAL SCREEN	EACH	5.000				
X7330091	CONDUIT CONNECT CAP	EACH	4.000				
X7330100	PAINT OH SIGN SUPPORT	EACH	2.000				
X7330112	SAFETY CHAIN	EACH	4.000				
X7350010	SIGN SUPPORT BRACKET	EACH	8.000				
X8040510	RELOC ELECT SERVICE	EACH	3.000				
X8140234	REPL HH COVER	EACH	2.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46306

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Code - 29 - 49 - 115

District - 7 - 7 - 7

Section Number - D-7 OVD SIN STR REPL 14-42

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0010483	CLEAN & PT SIGN S N4	L SUM	1.000				
67100100	MOBILIZATION	L SUM	1.000				
73300300	OVHD SIN STR-SPAN T3A	FOOT	176.000				
73301810	OSS WALKWAY TY A	FOOT	46.000				
73301840	OSS WALKWAY CANT TA	FOOT	20.000				
73302210	OSS CANT 3CA 3-0X7-0	FOOT	30.000				
73400200	DRILL SHAFT CONC FDN	CU YD	50.300				
73600100	REMOV OH SIN STR-SPAN	EACH	2.000				
73601100	REMOV OSS MOTUBE-SPAN	EACH	1.000				
73700300	REM CONC FDN-OVHD	EACH	7.000				
82109105	SIGN LIGHTING (HPS)	EACH	3.000				

CONTRACT NUMBER	46306	
THIS IS THE TOTAL BID		\$

#### NOTES:

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

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

#### I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.
- ☐ I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

#### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 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.

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

#### **B.** Negotiations

Section 50-15. Negotiations.

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

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

#### C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to 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.

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

#### D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

#### E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

#### F. Confidentiality

Section 50-45. Confidentiality.

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

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

#### G. Insider Information

Section 50-50. Insider information.

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

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

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

#### C. <u>Debt Delinquency</u>

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

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

#### D. Prohibited Bidders, Contractors and Subcontractors

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

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

#### E. Section 42 of the Environmental Protection Act

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

#### F. Educational Loan

Section 3 of the Educational Loan Default Act provides 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.

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

#### G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012 provides:

- (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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.

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.

#### H. International Anti-Boycott

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

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

#### I. Drug Free Workplace

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

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

#### J. Disclosure of Business Operations in Iran

Check the appropriate statement

Section 50-36 of the 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 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 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.

oneon me appro	phate statement
//	Company has no business operations in Iran to disclose.
//	Company has business operations in Iran as disclosed the attached document.

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

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


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

#### TO BE RETURNED WITH BID

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

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

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

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

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

#### M. Lobbyist Disclosure

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

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

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

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

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

	Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
Or	
	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
	address of person:ees, compensation, reimbursements and other remuneration paid to said person:
	I acknowledge, understand and accept these terms and conditions for the above certifications.

#### IV. DISCLOSURES

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

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

#### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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.

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

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

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

#### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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 <u>NOT APPLICABLE STATEMENT</u> on 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 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> 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 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

	ype or print information)		
NAME:			
ADDRESS _			
_			
Type of owners	ship/distributable income share	:	
stock	sole proprietorship	Partnership othe	er: (explain on separate sheet):
% or \$ value of	ownership/distributable income st	nare:	
describe.	ment, currently or in the previo	ous 3 years, including contractual s	maleument of convices
(a) State employ		rus o years, including contractual c	imployment of services.
	r is yes, please answer each o	•	YesNo
If your answe	r is yes, please answer each o	•	YesNo

	3.	If you are currently appointed to or employed by any agency of the St salary exceeds 60% of the annual salary of the Governor, are you entitle (i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of 100% of the annual salary	titled to receive partnership, association or
	4.	If you are currently appointed to or employed by any agency of the St salary exceeds 60% of the annual salary of the Governor, are you and or minor children entitled to receive (i) more than 15% in the aggree income of your firm, partnership, association or corporation, or (ii) and the salary of the Governor?	d your spouse egate of the total distributable
(b)		byment of spouse, father, mother, son, or daughter, including contractions 2 years.	
	If your ans	wer is yes, please answer each of the following questions.	YesNo
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently app agency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and of the State agency for which he/she is employed and his/her annual	ointed to or employed by any ds 60% of the /or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributabl firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	salary of the Governor, e income of your
	4.	If your spouse or any minor children are currently appointed to or en State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or minor children entitled to receive (i) more than aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you 15 % in the
(c)	Flective sta	tus; the holding of elective office of the State of Illinois, the governmen	
(0)	unit of loca	government authorized by the Constitution of the State of Illinois or the ently or in the previous 3 years.	
(d)	Relationshi son, or dau	p to anyone holding elective office currently or in the previous 2 years; ghter.	spouse, father, mother, YesNo
(e)	America, or of the State	office; the holding of any appointive government office of the State of II any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excess on that office currently or in the previous 3 years.	ate of Illinois or the statutes
(f)	Relationship son, or dau	to anyone holding appointive office currently or in the previous 2 year ghter.	s; spouse, father, mother, YesNo
(g)	Employmer	nt, currently or in the previous 3 years, as or by any registered lobbyist	of the State government. YesNo

(h)	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  YesNo
(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.  YesNo
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
	Yes No
3.	Communication Disclosure.
	Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer of employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:
	Name and address of person(s):

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental

entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: \_\_\_\_\_ APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Representative Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page. Signature of Authorized Representative Date

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Financial Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in thin nformation shall become part of the publicly as \$25,000, and for all open-ended contracts.		
DISCLOSURE OF OTHER CO	NTRACTS AND PROCUREMENT	RELATED INFORMATION
Identifying Other Contracts & Procure pending contracts (including leases), bids, p Illinois agency:     Yes No If "No" is checked, the bidder only needs to	roposals, or other ongoing procure	ment relationship with any other State of
<b>2.</b> If "Yes" is checked. Identify each so descriptive information such as bid or proje FORM INSTRUCTIONS:		
THE FOLLO	WING STATEMENT MUST BE CH	HECKED
	Signature of Authorized Representative	Date
	OWNERSHIP CERTIFICATION	<u>1</u>
Please certify that the following statem total 100% of ownership.	nent is true if the individuals for all	submitted Form A disclosures do not
	est is held by individuals receiving outive income or holding less than a	less than \$106,447.20 of the bidding 5% ownership interest.
☐ Yes ☐ No ☐ N/A (F	orm A disclosure(s) established 10	0% ownership)

#### **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.



Contract No. 46306 EFFINGHAM-MACON-COLES Counties Section D-7 OVD SIN STR REPL 14-42 Various Routes District 7 Construction Funds

BC 1256 (Rev. 12/11/07)

PART I. IDENTIFIC	CATION																	
Dept. Human Right	s #						_ Dur	ation c	f Proje	ect: _								
Name of Bidder: _																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	d bidder ha	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	h the b	idder re	ecruits	employe	ees, and he	reby s	ubm	its the foll	owii con	ng workfo	n orce
		TOTA	AL Wo	kforce	Projec	tion for	Contra	ct						(	CURRENT TO BE	ΕN		ES .
				MINO	ORITY I	=MPLO	YFFS			TR	AINEES						RACT	
JOB CATEGORIES		TAL OYEES F	BL/	ACK F	HISP		*OTI		APPI TIC M	REN-	ON T	HE JOB INEES F			OTAL OYEES F			ORITY OYEES F
OFFICIALS (MANAGERS)	IVI	'	IVI		IVI	1	IVI	ı	IVI	<u> </u>	IVI	1		VI	<u> </u>		IVI	ı
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
-	TAE FOTAL Tra	BLE C	niootio	a for C	ontract				7			FOR [	DEPA	RTN	MENT US	EC	DNLY	
EMPLOYEES IN	TO EMPL	TAL OYEES	BLA	ACK	HISP	ANIC	MIN	HER NOR.										
TRAINING	M	F	М	F	М	F	М	F	-									
ON THE JOB									-									

Note: See instructions on page 2

\* Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Contract No. 46306 EFFINGHAM-MACON-COLES Counties Section D-7 OVD SIN STR REPL 14-42 Various Routes District 7 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

В.	<ol> <li>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.</li> </ol>						
	The u	ndersigned bidder projects that: (number) red from the area in which the contract project	is located: and/or (number)	new hires would be			
		or base of operation is located.					
C.		ed in "Total Employees" under Table A is a pr signed bidder as well as a projection of numbe					
		ndersigned bidder estimates that (number) ectly employed by the prime contractor and the yed by subcontractors.	at (number)	persons will be			
PART	III. AFF	IRMATIVE ACTION PLAN					
A.	utiliza in any comm (geare utiliza	ndersigned bidder understands and agrees to tion projection included under <b>PART II</b> is deterpool to category, and in the event that the undercement of work, develop and submit a vector to the completion stages of the contraction are corrected. Such Affirmative Action Pepartment of Human Rights.	rmined to be an underutilization of ersigned bidder is awarded this vritten Affirmative Action Plan in by whereby deficiencies in minon	of minority persons or women contract, he/she will, prior to ncluding a specific timetable rity and/or female employee			
B.	submi	ndersigned bidder understands and agrees tted herein, and the goals and timetable inclupant of the contract specifications.					
Comp	any		Telephone Number				
Addre	ess		<del>-</del>				
		NOTICE REG	ARDING SIGNATURE				
		der's signature on the Proposal Signature Sheet woo be completed if revisions are required.	ill constitute the signing of this form.	The following signature block			
	Signatu	re: 🗌	Title:	Date:			
Instruct	tions:	All tables must include subcontractor personnel in additional addi	on to prime contractor personnel.				
Table A	<b>\</b> -	Include both the number of employees that would be (Table B) that will be allocated to contract work, and in should include all employees including all minorities, app	clude all apprentices and on-the-job train	ees. The "Total Employees" column			
Table E	3 -	Include all employees currently employed that will be al currently employed.	located to the contract work including any	apprentices and on-the-job trainees			
Table C	C -	Indicate the racial breakdown of the total apprentices ar	nd on-the-job trainees shown in Table A.				
				BC-1256 (Rev. 12/11/07)			

# RETURN WITH BID Contract No. 46306 EFFINGHAM-MACON-COLES Counties Section D-7 OVD SIN STR REPL 14-42

Various Routes
District 7 Construction Funds

# PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
,	Rusiness Address	
	Buomess Address	
	Firm Name	
(IF A CO DADTNEDSLIID)		
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
- -		
	Corporate Name	
		Signature of Authorized Representative
(IF A CORPORATION)		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE, USE THIS SECTION		Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)		Signature
	Corporate Name	
		Signature of Authorized Representative
(IF A JOINT VENTURE)		Typed or printed name and title of Authorized Representative
(II A JOINT VENTONE)	Attest	Characteris
	Business Address	Signature
If more than two parties are in the joint venture	e nlease attach an ac	dditional signature sheet

### **Return with Bid**



## Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on	and shall be valid until 11:59 PM (CDST).
KNOW ALL PERSONS BY THESE PRESENTS, That We	
as PRINCIPAL, and	
price, or for the amount specified in the bid proposal under "	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  day of A.D.,
(Company Name)	(Company Name)
Ву	Ву
(Signature and Title)	(Signature of Attorney-in-Fact)
Notary for PRINCIPAL	Notary for SURETY
STATE OF	STATE OF
COUNTY OF	COUNTY OF
Signed and attested before me on (date)	Signed and attested before me on (date)
by	
(Name of Notary Public)	(Name of Notary Public)
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)
(Date Commission Expires)	(Date Commission Expires)

signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety
are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

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

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

# Illinois Department of Transportation

### **Return with Bid**

## Division of Highways Proposal Bid Bond

	Item No.				
			l	_etting Date	
KNOW ALL PERSONS BY THES	E PRESENTS, That We				
as PRINCIPAL, and					
as SURETY, and held jointly, s the amount specified in the bid pr and truly to be paid unto said ST and assigns.	oposal under "Proposal	Guaranty" in et	ffect on the date of the	Invitation for Bids, whichever	ver is the lesser sum, well
THE CONDITION OF THE FOUND ILLINOIS, acting through the Department of the Indicated above.					
NOW, THEREFORE, if the D specified in the bidding and cont with the terms of the bidding and with good and sufficient surety for prosecution thereof; or if, in the expays to the Department the different which the Department may contra otherwise, it shall remain in full for	ract documents; and if, a contract documents inclor the faithful performane event of the failure of the ence not to exceed the pact with another party to	after award by uding evidence of such co PRINCIPAL tenalty hereof b	the Department, the P e of the required insurar ntract and for the pror to enter into such contr etween the amount spe	RINCIPAL shall enter into nee coverages and providir npt payment of labor and ract and to give the specific cified in the bid proposal a	a contract in accordance ng such bond as specified material furnished in the ed bond, the PRINCIPAL nd such larger amount for
IN THE EVENT the Departmenthen Surety shall pay the penal swithin such period of time, the Deincluding attorney's fees, incurred	sum to the Department vepartment was bring an	within fifteen (1 action to colled	<li>(5) days of written demot the amount owed. Su</li>	and therefor. If Surety doe	es not make full payment
In TESTIMONY WHEREOF, to caused this instrument to be seed and of		as 	In TESTIMONY W instrument to be si day o		RETY has caused this A.D.,
(Compa	ny Name)			(Company Name)	
(Company Name)			Ву	(Company Hame)	
	ture and Title)			(Signature of Attorney	-in-Fact)
Notary for PRINCIPAL			Notary for SURE	гү	
STATE OF			STATE OF		
COUNTY OF			COUNTY OF		
Signed and attested before me by	e on	(date)	Signed and atteste	ed before me on	(date)
(Name of N	otary Public)			(Name of Notary Publ	ic)
(Seal)	(Signature of Notary	/ Public)	(Seal)	(Signatur	re of Notary Public)
	(0.9.10.0.)			(e.ga.a.	o o
-	(Date Commission I	Expires)		(Date Co	ommission Expires)
In lieu of completing the above proposal the Principal is ensibound unto the State of Illinois	uring the identified el	ectronic bid	bond has been exec		
Electronic Bid Bond ID #	Company/B	idder Name		Signature and	d Title



#### **DBE Utilization Plan**

#### (1) Policy

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

#### (2) Obligation

Date

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

(3) Pro	ject and Bid Identification			
Comple	ete the following information concerning the project and bid:			
Route		Total Bid		_
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting				
Contrac				
	Item No.			
_	surance			
	my capacity as an officer of the undersigned bidder (or bid my company: (check one)  Meets or exceeds contract award goals and has provided do Disadvantaged Business Participation percentage of each business participation statements, forms SB use of each business participating in this plan and assuring work of the contract.  Failed to meet contract award goals and has included good provided participation as follows:  Disadvantaged Business Participation percentage or wais support of this request including good faith effort. Also required by the Special Provision evidencing availability and business will perform a commercially useful function in the very serious provided for the serious performs a commercially useful function in the very serious percentage of the serious performs a commercially useful function in the very serious percentage of the serious performs a commercially useful function in the very serious percentage of the serious percentage	locumented participation as forent  E 2025, required by the Specthat each business will perform faith effort documentation to the local state of each business participation of the contract.	ollows:  ial Provision evident a commercially meet the goals a strictly articipation state ipating in this plant	lencing availability and y useful function in the nd that my company has the Special Provision in ments, forms SBE 2025, an and assuring that each
	Company	The "as read" Low Bidder is re	equired to comply with	the Special Provision.
Ву		Submit only one utilization pla submitted in accordance with		ne utilization plan shall be
Title		<ul> <li>Bureau of Small Business Ent</li> <li>2300 South Dirksen Parkway</li> <li>Springfield, Illinois 62764</li> </ul>		Local Let Projects Submit forms to the Local Agency

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

(F)	Illinois Department of Transportation	D	BE Participation	on Statement
	tor Registration	L	etting	
	on Statement		em No.	
(1) Instructi	ons	С	ontract	
be submitte	ust be completed for each disadvantaged business pard in accordance with the special provision and will be at bace is needed complete an additional form for the firm.	ttached to the Ut		
(2) Work				
Pay Item No.	Description	Quantity	Unit Price	Total
has agreed execute a statement method that comple	ment Igned certify that the information included herein is true to perform a commercially useful function in the wo contract with the prime contractor. The undersigne hay be made without prior approval from the Departme te and accurate information regarding actual work performent to the Department.	ork of the contra d further under ent's Bureau of S	act item(s) listed stand that no cl Small Business E	above and to nanges to this interprises and
	Signature for Prime Contractor	Sign	nature for DBE Firm	
Title	Title	)		
Data	Date			
Contact	Con	itact		
Phone	Pho	ne		
Firm Name	Firm	n Name		
Address		lress		

City/State/Zip

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

City/State/Zip

E \_\_\_\_\_

WC \_\_\_\_\_

## 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. 46306 EFFINGHAM-MACON-COLES Counties Section D-7 OVD SIN STR REPL 14-42 Various Routes District 7 Construction Funds



### **SUBCONTRACTOR DOCUMENTATION**

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

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

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

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

Section 50-10. Felons.

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

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

#### C. Debt Delinquency

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

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

#### D. Prohibited Bidders, Contractors and Subcontractors

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

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

#### E. Section 42 of the Environmental Protection Act

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

understands the above certifications and makes the certifications as required by law.		
	Name of Subcontracting Company	
	Authorized Officer	Date

The undersigned, on behalf of the subcontracting company, has read and

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

#### B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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.

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

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

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

#### C. <u>Disclosure Form Instructions</u>

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES NO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by 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 subcontractor is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> 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: Instructions for Identifying Other Contracts & Procurement Related Information

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

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

### ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Subcontractor Name		
Legal Address		
9		
City, State, Zip		
Oity, Otato, Zip		
T 1 1 N 1	E 3.4.11	F N 1 (% 3111)
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 Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

FOR INDIVIDUAL (type or print information)

#### DISCLOSURE OF FINANCIAL INFORMATION

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

I OII IIIDIVIL	TOAL (type of print information)
NAME	<u> </u>
ADDR	ESS
Type o	f ownership/distributable income share:
stock % or \$ °	sole proprietorship Partnership other: (explain on separate sheet value of ownership/distributable income share:
	re of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following flict of interest relationships apply. If the answer to any question is "Yes", please attach additional escribe.
(a) State emp	oloyment, currently or in the previous 3 years, including contractual employment of services.  Yes No
If your ans	swer is yes, please answer each of the following questions.
	re you currently an officer or employee of either the Capitol Development Board or the Illinois State oll Highway Authority?  YesNo
CI ex	re you currently appointed to or employed by any agency of the State of Illinois? If you are urrently appointed to or employed by any agency of the State of Illinois, and your annual salary acceeds 60% of the annual salary of the Governor, provide the name the State gency for which you are employed and your annual salary.

	3.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you en (i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive , partnership, association or
	4.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you an or minor children entitled to receive (i) more than 15% in the aggreincome of your firm, partnership, association or corporation, or (ii) are the salary of the Governor?	nd your spouse egate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, including co previous 2 years.	ontractual employment services  YesNo
	If	your answer is yes, please answer each of the following questions.	TesNO
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and of the State agency for which he/she is employed and his/her annual	pointed to or employed by any ds 60% of the /or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annual as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the to firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	I salary of the Governor, otal distributable income of your
	4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual are you and your spouse or minor children entitled to receive (i) m aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the annual salary of the Governorm	salary of the Governor, nore than 15 % in the association or corporation, or
(c)	unit of	re status; the holding of elective office of the State of Illinois, the gover local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previous 2 y daughter.	vears; spouse, father, mother, YesNo
` '	Americ of the	ntive office; the holding of any appointive government office of the States, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	ne State of Illinois or the statutes
		nship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

(h	) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  YesNo
(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.  YesNo
(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
Di Se en	mmunication Disclosure.  sclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in ection 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or applyee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly applemented for accuracy throughout the process and throughout the term of the contract. If no person is centified, enter "None" on the line below:
	Name and address of person(s):

3

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any

governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: **APPLICABLE STATEMENT** This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Officer Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name		
Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in information shall become part of the public a total value of \$50,000 or more, from sul contracts.	y available contract file. This Form	n B must be completed for subcontracts wit
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PR	OCUREMENT RELATED INFORMATION
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, include any other State of Illinois agency:  Yelf "No" is checked, the subcontractor only	ing leases, bids, proposals, or others No	er ongoing procurement relationship with
2. If "Yes" is checked. Identify each such information such as bid or project number (INSTRUCTIONS:		
THE FOLLO	WING STATEMENT MUST BE CH	HECKED
Sign	ature of Authorized Representative	Date
	OWNERSHIP CERTIFICATION	<u>1</u>
Please certify that the following statement is of ownership	s true if the individuals for all submi	itted Form A disclosures do not total 100%
·		than \$106,447.20 of the bidding entity's or interest.
☐ Yes ☐ No ☐ N/A (Form	A disclosure(s) established 100%	ownership)

# 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. Electronic bids are to be submitted to the electronic bidding system (icx-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m.April 25, 2014 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. 46306 EFFINGHAM-MACON-COLES Counties Section D-7 OVD SIN STR REPL 14-42 Various Routes District 7 Construction Funds

This project consists of repairing or replacing damaged or deteriorated overhead sign structure components at various locations within District 7.

- 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

Ann L. Schneider, Secretary

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2014

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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#### **RECURRING SPECIAL PROVISIONS**

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

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2		Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
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25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26		English Substitution of Metric Bolts (Eff. 7-1-96)	
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	
29		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	. 213
30		Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14)	
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14)	
32		Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	
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# STATE OF ILLINOIS

#### **SPECIAL PROVISIONS**

#### **CONTRACT SPECIFICATIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2013, the latest edition of the "Illinois 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 the District 7 Overhead Sign Structure Replacement 2014-42 **Contract No 46306**; and, in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

The work on this project is located in Effingham, Macon & Coles Counties:

<u>SN 7S025I070L099.5:</u> This Westbound I-70 sign structure shall be moved 10 Ft. to the east, or as directed by the Engineer, for the complete replacement of the sign structure with new drilled shaft concrete foundations. This structure is located 2 miles East of US 45 in Effingham County.

**SN 7S025I070R090.9:** This Eastbound I-70 sign structure shall be moved 10 Ft. the west, or as directed by the Engineer, for the complete replacement of the sign structure with new drilled shaft concrete foundations. This structure is located 1 mile west of I-57 in Effingham County.

<u>SN 236:</u> This Eastbound US Route 36/IL Route 121 sign structure shall remain in place on its existing concrete foundations and undergo miscellaneous repairs. This sign structure is located just east of the intersection of US Route 36 East and IL Route 121 South, south of the Decatur Airport.

<u>SN 269:</u> This Southbound US Route 51/IL Route 105 (Main Street) sign structure shall remain in place on its existing concrete foundations and undergo miscellaneous repairs. This sign structure is located at the ramp to IL Route 105 Eastbound.

<u>SN 275:</u> This Northbound IL 48 sign structure shall be removed and the determination has been made that the proper signing can be achieved without the use of a Monotube, Span Sign Structure. New Signing will be replaced by the District 7 Sign Shop.

<u>SN 7C058U051L117.4:</u> This Southbound US Route 51 sign structure shall remain in place on its existing concrete foundations and undergo miscellaneous repairs. This sign structure is located at the ramp to IL 48.

<u>SN 7C058U051L118.9:</u> This Southbound US Route 51 sign structure shall remain in place on its existing concrete foundations and undergo miscellaneous repairs. This sign structure is located at the ramp to US 51B, north of Elwin.

<u>SN 7C015I057R189.7:</u> This Northbound I-57 sign structure shall be moved 10 Ft. to the south, or as directed by the Engineer, for the complete replacement of the sign structure with new drilled shaft concrete foundations. This work shall also include the removal of the existing sign structure foundations and the installation of the sign Panel Type 3.

#### **DESCRIPTION OF PROJECT**

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 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.

The Contractor shall notify the Resident Engineer at least 10 working days prior to the removal of the monotube, span sign structure at IL 48 (SN 275), to allow time for the erection of the new signing.

#### **COMPLETION DATE**

All work on this contract shall be completed on or before June 30, 2015. Should the Contractor fail to complete all work by June 30, 2015, that Contractor shall be liable in accordance with Article 108.09 of the Standard Specifications.

#### 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.

Highway Standards - 701101, 701106, 701401, 701411, 701451, 701456, 701701, 701901

Additional traffic control and protection provisions are included under the various pay items. SHORT-TERM ROAD CLOSURE TRAFFIC CONTROL DETAIL: Full closures of any road shall be limited to a maximum of **15 minutes** and shall be coordinated with the Illinois State Police.

<u>WORK DURING PEAK HOURS:</u> The Contractor shall have all lanes open to traffic during peak hours in each direction. The Contractor will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours. Peak hours are defined as follows:

 SN 7S025I070R090.9:
 7:00 a.m. to 11:00 p.m.

 SN 7S025I070L099.5:
 7:00 a.m. to 11:00 p.m.

 SN 7C015I057R189.7:
 7:00 a.m. to 7:00 p.m.

 SN 236:
 7:00 a.m. to 7:00 p.m.

 SN 269:
 6:00 a.m. to 10:00 p.m.

 SN 275:
 7:00 a.m. to 7:00 p.m.

<u>PENALTY DURING PEAK HOURS:</u> If the Contractor fails to have all lanes of traffic open during the peak hour for traffic or conducts operations that will impede the flow of traffic during peak hours, a monetary penalty shall be assessed to the Contractor. The penalty shall be \$5,000.00 for each 15 minute period or portion thereof during the peak hours.

The Engineer shall be notified a minimum of 10 working days in advance of any proposed road closure or lane restrictions. This time is required to coordinate closure operations with police forces and issue the necessary press release.

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.

The Contractor is notified that there may be nearby contracts. Cooperation between Contractors shall be abided as per Art. 105.08.

<u>Basis of Payment</u>: Conformance to these traffic control and protection standards will be paid at the contract unit price per lump sum for TRAFFIC CONTRL AND PROTECTION (SPECIAL).

#### **BORROW AREAS, USE AREAS, AND/OR WASTE AREAS**

Effective: November, 2009

In addition to the provisions contained in Article 107.22 of the Standard Specifications, any required submittal(s) to the District office shall require four (4) copies sent for processing. All copies of pictures submitted shall be in color.

#### 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.

#### **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 Bureau of Operations in Effingham to locate the underground facilities, providing a minimum of 72 hours notice. For traffic signals, contact Josh Porter at 217-342-8291, and for highway lighting contact Mike Worthey at 217-342-8284. 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.

#### **TIGHTEN BOLTS**

During the repair work to be performed on each structure included in this contract, all loose bolts shall be tightened by the Contractor to the satisfaction of the Engineer.

This work will not be paid for separately, but shall be considered incidental to the contract.

#### DRILLED SHAFT CONCRETE FOUNDATIONS

This work shall conform to Article 734 of the Standard Specifications except as follows:

<u>Basis of Payment</u>: 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, backfilling, formwork, furnishing and placing all materials, including the Class DS Concrete, reinforcing steel, anchor bolts, nuts, and washers complete in place and providing the necessary traffic control.

#### **CONDUIT CONNECTION CAP**

This work shall consist of furnishing and installing a thread fit cap to the open conduit connection points on the support ends and chord of an existing cantilever sign structure.

The contractor shall remove any material located inside the open conduit connection points of the end support or chord prior to installing the new thread fit cap. In addition the thread fit cap shall be galvanized.

The Conduit Connection Cap shall be fabricated in accordance with the requirements of Section 733 of the Standard Specifications for Road and Bridge Construction.

The Contractor shall field verify dimensions prior to ordering any material.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for CONDUIT CONNECTION CAP, which price shall include all materials and providing the 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.

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.

This work may 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.

<u>Basis of Payment:</u> 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.

#### 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 for all overhead - mounted signs.

Stainless steel post clips shall conform to ASTM 276, Type 304. 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.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each per sign location for REPLACE AND TIGHTEN SIGN MOUNTING CLIPS; 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 the necessary traffic control.

#### **INSTALL SIGN PANEL TYPE 3**

This work shall consist of removing the existing sign panel(s) from sign posts and reinstalling the sign panel(s) on the new overhead sign structure.

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

This work may 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 a distance from the end support as the original installation, unless otherwise directed by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square foot for INSTALL SIGN PANEL-TYPE 3, which price includes replacing any hardware as necessary and providing the necessary traffic control.

#### REPAIR HANDRAIL LOCKING PIN CONNECTION

This work shall consist of reaming the existing handrail locking pin hole to obtain the proper alignment for the installation of the locking pin and installing an oversized stainless steel locking pin. The locking pin with attached safety chain shall meet the material requirements of the details shown on Overhead Sign Structures Base Sheet OS-A-11. The Contractor shall attach the locking pin safety chain to the angle of the handrail post hinge with a stainless steel screw in lieu of welding the locking pin safety chain to the handrail post hinge pin.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for REPAIR HANDRAIL LOCKING PIN CONNECTION, which price includes providing the necessary traffic control.

#### TIGHTEN CANTILEVER CONNECTION

This work shall consist of tightening the loose upper and lower connection bolts in collar and at lower chord connection at the locations shown in the plans and as directed by the Engineer. The bolts to be tightened attach the chords of a cantilever structure to its truss support.

All loose bolts shall be tightened by the Contractor to the satisfaction of the Engineer.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for TIGHTEN CANTILEVER CONNECTON, which price shall include all materials and providing the necessary traffic control.

#### **OVERHEAD SIGN SUPPORT GROUT REPAIR**

This work shall consist of removing essentially all grout, between the base plates and the foundation, cleaning and painting the exposed anchor bolts, and installing a stainless steel screen wire to enclose the void between the sign support base plates and the foundation. The stainless steel mesh shall meet the requirements of Section 733 and be installed as shown on the details Overhead Sign Structures Support Frame Base Sheet OS-A-6A.

The exposed part of the anchor bolts shall be cleaned and coated with cold galvanizing spray or hot stick galvanizing in accordance with ASTM A780.

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

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for OVERHEAD SIGN SUPPORT GROUT REPAIR, which price includes providing the necessary traffic control.

#### REPLACE WALKWAY SUPPORT BRACKET BOLT

This work shall consist of replacing missing or damaged U-bolts. Replacement U-bolts shall be either 8 mm (5/16") stainless steel U-bolts of the appropriate dimensions, two stainless steel washers and two hexagon locknuts per bolt. This work may also include field drilling any holes necessary in the appropriate members for the installation of the U-bolts.

The 8 mm (5/16 inch) U-bolts are located at the connection of the walkway support and sign brackets to the truss. The U-bolt, washers, and locknuts shall meet the requirements of Section 733 and the Overhead Sign Structure Base Sheet OS-A-10. All U-bolts shall be of sufficient length to fully engage the locknut.

The Contractor shall field verify dimensions prior to ordering any material.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for REPLACE WALKWAY SUPPORT BRACKET BOLT, which price includes providing the necessary traffic control.

#### **FURNISH AND INSTALL METAL SCREEN**

This work shall consist of cleaning and painting the exposed anchor bolts, if necessary, and installing stainless steel screen wire to enclose the void between the sign support base plates and the foundation.

The exposed part of the anchor bolts shall be cleaned and painted with one coat of primer. The primer shall meet the requirements of Section 4 and 5 of SSPC-PS25 for red iron oxide, zinc oxide, raw linseed oil, and alkyd primer.

The stainless steel mesh shall meet the requirements of Section 733 and be installed as shown on the details Overhead Sign Structures Support Frame Base Sheet OS-A-6A.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for FURNISH AND INSTALL METAL SCREEN, which price shall include cleaning and painting the exposed anchor bolts, installing the screen wire around each sign support base plate and providing the necessary traffic control.

#### **FURNISH AND INSTALL SAFETY CHAIN**

This work shall consist of removing a defective existing safety chain from the walkway, if one is present, and furnishing and installing a new one.

The chain shall be 3/16" diameter, Type 304L Stainless Steel, with approximately 12 links per foot. The safety chain shall be furnished and installed on the walkway and walkway support bracket as shown on the Overhead Sign Structures Aluminum Handrail Details Base Sheet OS-A-11, OSC-A-6, OSC-A-8.

For those locations where the chain must be attached to the walkway support bracket and the walkway support bracket is located behind the sign the "Alternate Safety Chain Attachment" method shall be used.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for FURNISH AND INSTALL SAFETY CHAIN, which price shall include providing the alternate safety chain attachment bracket, when required, and providing the necessary traffic control.

#### **SIGN SUPPORT BRACKET**

This work shall consist of replacing the sign support/mounting brackets at the locations shown in the plans and as directed by the Engineer.

The Contractor shall field verify dimensions prior ordering any material.

The Mounting brackets and hardware shall be fabricated in accordance with the requirements of Section 733 of the Standard Specifications for Road and Bridge Construction and Highway Standard Monotube-2 Monotube Sign Structure Detail.

<u>Basis of Payment</u>: This work shall be paid for at the unit price each for SIGN SUPPORT BRACKET which price shall include furnishing all materials, providing necessary drawings, fabricating and installing the sign support/mounting brackets and providing the necessary traffic control.

#### RELOCATE ELECTRIC SERVICE

This work shall consist of disconnecting, reconnecting and relocating electrical service to the sign lighting for an overhead sign structure to be relocated. The Contractor shall disconnect the electric cable to the sign lighting, pull and coil the cable so it will not be damaged during removal of the overhead sign structure, the removal of the end supports and the removal of the existing concrete foundations.

Once the new concrete foundation has been constructed and the new end supports for the overhead sign structure has been erected the electric cable for the sign lighting shall be relocated and extended from the existing foundation to the new foundation. It may be necessary to extend or relocate the existing conduit and cable to the new concrete foundation. The splicing of conduit will be permitted if necessary for extending the conduit to the relocated concrete foundation. If the existing cable is of insufficient length to reach the new concrete foundation, it may be necessary to replace a section of the existing cable. No underground splicing of cable will be permitted. After all connections have been completed to the satisfaction of the Engineer, electric service shall be restored to the overhead sign structure and tested for proper operation.

<u>Basis of Payment:</u> This work will be paid for at the contract lump sum price for RELOCATE ELECTRIC SERVICE, which price shall be payment in full for completing the work described above and providing the necessary traffic control.

#### REPLACE HANDHOLE COVER

This work shall consist of replacing a missing handhole cover at the locations shown in the plans and as directed by the Engineer. Any missing or damaged mounting bolts, that are not salvageable, shall be replaced. All broken bolts shall be drilled out and the hole re-tapped.

The handhole cover and mounting hardware shall be fabricated in accordance with the requirements of Section 733 and Highway Standard OS-A-6, "Overhead Sign Structures Support Frame for Aluminum Truss Detail".

Basis of Payment: This work will be paid for at the contract unit price each for REPLACE HANDHOLE COVER which price shall include furnishing all materials, providing necessary drawings, fabricating, and installing the handhole cover and providing the necessary traffic control.

### CLEANING AND PAINTING EXISTING STEEL OVERHEAD SIGN SUPPORT - SPAN OR CANTILEVER:

Effective: March 17, 1997 - Revised: May 28, 1999 - Revised: February 8, 2000

<u>Description:</u> This work shall consist of cleaning and painting designated sections of the existing structural steel by the methods specified on the plans; furnishing, application and protection of the paint coatings and all other work described herein.

<u>General Requirements:</u> All existing structural steel which is to be cleaned and painted shall receive a pressure 17,200 to 34,500 kPa (2,500 to 5,000 psi) power wash cleaning. The cleaning method and painting systems listed below shall be used on the designated sections of the structure.

Surface preparation per Method 2 followed by a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a full final coat of waterborne acrylic finish.

A proposed Quality Control Plan, inspection access plan, copies of the paint manufacturer's application instructions, material safety data sheets and product data sheets shall be submitted to the Engineer before the pre-construction conference.

<u>Weather Conditions</u>: The surfaces to be painted after cleaning must remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt or moisture does not come in contact with surfaces cleaned or painted that day. In addition to the paint system manufacturer's written instructions for painting and cleaning, the following conditions shall apply. (When in conflict, the most restrictive conditions shall govern).

- (1) Cleaning and painting shall be done between May 1 and October 31.
- (2) The minimum temperature of the air and steel shall be 10  $^{\circ}$ C (50  $^{\circ}$ F.) unless otherwise specified. Coatings shall not be applied to surfaces hotter than 54  $^{\circ}$ C (130  $^{\circ}$ F.) or when the air temperature exceeds 38  $^{\circ}$ C (100  $^{\circ}$ F.).
- (3) The surface temperature shall be at least 3 °C (5 °F.) above the dew-point of the air surrounding the surface. In addition, the relative humidity of this air shall be less than 85%.
- (4) Spray painting will not be permitted.

These conditions will be determined by the Engineer at locations representative of the surfaces to be cleaned and painted. Work accomplished under unfavorable weather conditions will be considered unacceptable and complete re-cleaning and repainting of these areas will be required at the Contractor's expense.

<u>Inspection Facilities</u>: The Contractor shall furnish ladders or mechanical equipment to permit inspection and close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

• Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.

Work performed without adequate provision for inspection will be considered unacceptable.

<u>Equipment</u>: All cleaning and painting equipment shall include gauges capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Prior to beginning all painting operations, air equipment shall pass the requirements of ASTM D 4285. This test will be repeated as determined by the Engineer.

<u>Quality Control</u>: The Contractor shall conduct a quality control program which ensures that the work accomplished complies with these specifications. The quality control program shall consist of:

- 1. Qualified personnel to manage the program and conduct quality control tests.
- 2. Proper quality measuring instruments.
- 3. Quality Control Plan.
- 4. Condition and quality recording procedures.

The personnel managing the quality control program shall have considerable experience and knowledge of industrial painting and the measurements needed to assure quality work. The personnel performing the quality control tests shall be trained in the use of the quality control instruments. These personnel shall <u>not</u> perform surface preparation and painting. Painters shall perform wet film thickness measurements.

The Contractor shall supply all necessary equipment to perform quality control testing of weather conditions, equipment, surface preparation and profile, and paint film thickness. These instruments shall be calibrated by the Contractor's personnel according to the equipment manufacturer's recommendations.

The Contractor shall implement a Quality Control Plan approved by the Engineer including; a schedule of required measurements, inspection access provisions, procedures for correcting unacceptable work and, procedures for improving surface preparation and painting quality as a result of quality control findings. The Contractor shall use IDOT Painting Inspector Daily Report

forms supplied by the Engineer to record the results of quality control tests. These reports shall be available at the work site for review by the Engineer.

The purpose of the quality control program is to assist the Contractor in the proper performance of the work. Quality control test results will not be used as a basis for acceptance of the work.

Cleaning. The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations. The surfaces to be painted, including horizontal cross members, shall be washed of all dust, dirt, insect and animal nests, bird droppings and other foreign matter prior to solvent cleaning. The washing shall be completed no more than 2 weeks prior to surface preparation. As directed by the Engineer, washing shall also be performed on surfaces to receive second or third coats when foreign matter has accumulated on previously painted surfaces. Power washing shall be accomplished by using pressures between 17,200 to 34,500 kPa (2,500 to 5,000 psi) and potable water, meeting the requirements of Section 1002 of the Standard Specifications, with a flow rate of at least 0.25 L/S (4 gallons/minute) and a nozzle fan angle between 15 and 30 degrees. The nozzle shall be held no more than 500 mm (19 in.) from the surface. If detergents or other additives are added to the water, the surface shall be rinsed with potable water before the detergent water dries. All surfaces washed shall be completely free of all foreign matter and must be approved by the Engineer prior to solvent cleaning. Paint spray equipment shall not be use to perform the washing. After washing has been approved by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning. Unless otherwise specified, the solvent shall be petroleum based aliphatic mineral spirits. Under no circumstances shall any abrasive blasting be done to areas with these contaminants or to areas not approved by the Engineer. Solvent cleaning shall conform to Steel Structures Painting Council (SSPC) Surface Preparation Specifications SP1. Solvent Cleaning, Section 4. Methods of Solvent Cleaning. except the Contractor shall ensure the cleaning does not damage existing coatings which are to remain. The solvent cleaning shall be approved by the Engineer before surface preparation is begun.

#### **General Surface Preparation Requirements:**

Painted surfaces damaged by washing, or any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

Surface preparation and surface residue removal must be approved prior to painting. Paint applied to surfaces not tested or approved by the Engineer will be considered unacceptable and complete paint removal shall be accomplished at the Contractor's expense.

Prepared surfaces shall be painted before rust appears on the surface and no area shall remain unpainted overnight. If rust appears or bare steel remains unpainted overnight, the affected area shall be prepared again at the expense of the Contractor.

#### Surface Preparation Methods.

The surface preparation shall be accomplished according to the requirements of SSPC Surface Preparation Specification SP 3 for Power Tool Cleaning except as modified as follows. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint and rust that is bleeding through and/or penetrating the coating.

In addition, the surface preparation for galvanized monotube structures may be accomplished according to the requirements of SSPC-SP16 for Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals. The method of surface preparation for each structure shall be at the discretion of the Engineer for each location and structure type.

The Contractor shall be careful not to damage sound paint adjacent to spot cleaning areas. Adherent paint, rust and mill scale that cannot be lifted with a dull putty knife shall not be damaged or removed. At the discretion of the Engineer minor hand cleaning may be required.

#### General Paint Requirements.

Painting shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. The penetrating sealer, the aluminum epoxy mastic primer, and the waterborne acrylic finish coat shall all be supplied by the same paint manufacturer.

All ingredients in containers of paint shall be thoroughly mixed by mechanical power mixers in the original containers before use or mixing with other containers of paint. The paint shall be power mixed in a manner, which will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted. Paint shall not remain in painter's buckets, etc. overnight. Paint shall be stored in a covered container and re-mixed before use. Paint shall not be stored at temperature below 4 °C (40 °F.). The Engineer reserves the right to sample any mixed field paint and have it analyzed by the Bureau of Materials and Physical Research. If the paint does not meet the requirements due to excessive thinning or because of other field problems, that section of the structure shall be repainted as directed by the Engineer.

Each coat of paint shall be applied as a continuous film of uniform thickness free of pores. Each coat of paint shall be in a proper state of cure before the application of the succeeding coat.

Paint shall be considered dry for re-coating when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. The time interval between coating applications shall be in compliance with the paint manufacturer's instructions. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats.

Painting shall be done in a neat and workmanlike manner. Paint may be applied with rollers or brushes. When brush or roller application is used to apply the epoxy mastic primer a minimum of two coats shall be applied in order to achieve the specified dry film thickness. Brushes shall be round or oval, except flat brushes may be used if they do not exceed 100 mm (4 inches) in width.

#### Paint Systems.

For steel surfaces cleaned as outlined above, painting shall consist of a full coat of epoxy penetrating sealer, a full coat of aluminum epoxy mastic primer, and a full final coat of waterborne acrylic. The film thickness shall be as follows:

- One full coat of epoxy penetrating sealer between 25 and 50 microns (1.0 and 2.0 mils) dry film thickness. The wet film thickness shall be between 40 and 65 microns (1.5 and 2.5 mils).
- One full coat of aluminum epoxy mastic primer between 125 and 175 microns (5.0 and 7.0 mils) dry film thickness. The wet film thickness shall be between 150 and 215 microns (6.0 and 8.5 mils).
- One full final coat of waterborne acrylic finish between 50 and 100 microns (2.0 and 4.0 mils) dry film thickness. The wet film thickness shall be between 160 and 305 microns (6.5 and 12.0 mils) per coat.

The total dry film thickness for this system shall be between 205 and 330 microns (8.0 and 13.0 mils). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

#### Material Requirements.

The Bureau of Materials and Physical Research have established the following criteria for testing epoxy mastic and waterborne acrylic coatings. A Qualified Product List (QPL) has been developed from products that have passed these tests. A list of all products on the QPL is available from the Bureau of Materials. All materials shall be supplied from the same manufacturer.

#### I. Epoxy Penetrating Sealer

The epoxy penetrating sealer shall be a cross linked multi component sealer designed to be applied over marginally prepared surfaces to penetrate and seal rust and existing coating discontinuities. The coating shall have the following properties:

- A. The volume solids shall be 98% (plus or minus 2%).
- B. Shall be a clear or slightly tinted color.
- C. Shall be designed to be applied at 25 to 50 micron (1 to 2 mils).
- D. Designed to be applied over SSPC-SP2 or better surface preparation.

As the tests have not been developed to test the epoxy penetrating sealer to establish a QPL, the sealer shall be supplied by one of the manufacturers approved on the QPL for the waterborne acrylic paint. In addition, the epoxy penetrating sealer shall have been applied to an Illinois Department of Transportation bridge and have performed satisfactorily for a period of at least one year.

#### II. Aluminum Epoxy Mastic

The aluminum epoxy mastic shall be a two component epoxy primer containing aluminum pigment designed as a one coat high-build complete protective coating system with excellent adhesion to rusted steel, inorganic zinc, and old paint after such surfaces have been properly cleaned. The aluminum epoxy mastic shall be compatible with a wide range of topcoats including waterborne acrylics, alkyds, and polyurethane.

- A. Pigment The primary pigment shall be either a leafing or non-leafing aluminum pigment. Secondary pigmentation shall not contain more than trace amounts of lead, chromium, or other toxic heavy metals.
- B. Vehicle The vehicle shall be a modified epoxy and curing agent which is suitably insensitive to moisture to allow trouble free application.
- C. Packaged Components The epoxy coating shall be supplied as a two-component material at a one-to-one volume mix ratio. It shall be well ground, free of caking, skins, gellation, and excessive settling. The shelf life of each component shall be not less than twelve months.

#### D. Properties of Aluminum Epoxy Mastic

- 1. The mixed epoxy shall contain a minimum of 89 percent solids by weight, when tested according to ASTM D 1644, Method A, except that the sample shall be heated for 72 hours at 37.8° ± 1° C (100° ± 2° F.).
- 2. The unit weight of the unmixed components shall not vary more than  $\pm$  24 g/L (0.2 lb./gal) from the weight of the original qualification samples.
- 3. The viscosity of the coating shall be a minimum of 90 KU at 25° ± 1° C (77° ± 2° F.). Viscosity must be checked immediately after addition and mixing of components.
- 4. The pot life of the epoxy coating shall be no shorter than 2 hours at 24° C (75° F.) or one hour at 32° C (90° F.).
- 5. The epoxy coating shall air cure at a temperature of 24° C (75° F.) or above to a hard tough film within 5 days, by evaporation of solvent and chemical reaction. It shall be dry to the touch in 24 hours at 24° C (75° F.), and to receive foot traffic in 48 hours at 24° C (75° F.).
- 6. The mixture, when thinned per manufacturer's recommendations, shall exhibit no runs or sags, when applied by conventional or airless spray to produce dry film thickness in the 125 to 175 microns (5 to 7 mil) range.
- 7. The Volatile Organic Compounds (VOC) shall not exceed 340g/L (2.8 lb./gal) as applied when tested according to ASTM D 3960.

Packaging and Labeling - The aluminum epoxy mastic coating shall be packaged in two containers. The components shall be prepackaged such that mixing on a one-to-one ratio, by volume, utilizes a complete container of each component. Each container shall have a label clearly showing the manufacturer, product name, lot number, date of manufacture, and shelf life. The label on either the epoxy or curing agent shall also include complete instructions for the use of this paint. The container shall be coated, if necessary, to prevent attack by the paint components.

#### III. Waterborne Acrylic

The acrylic primer and finish coat shall be a two-coat, waterborne, acrylic paint system for direct to metal application on prepared structural steel and for top coating previously painted surfaces. The acrylic primer shall be suitable as an intermediate coat over inorganic and organic zinc primers, aluminum epoxy mastics, acrylics, vinyls, and alkyds. The acrylic finish coat shall be compatible as a topcoat over the primer.

The acrylic paints shall meet the requirements of the Steel Structures Painting Council's Painting System Specification No. 24.00 (Latex Painting System for Industrial and Marine Atmospheres, Performance-Based) as outlined in Volume 2, Systems and Specifications, Seventh Edition. The performance testing shall comply with Level I, except that Section 6.3 Early Rust Resistance of System shall be modified as follows:

- 6.3.1. Prepare and equilibrate an environmental chamber at 10° C (50° F.) and approximately 75 80% R.H. Condition the paints to be applied and the panels in the environmental chamber for at least 45 minutes. If an environmental chamber is not available, a properly conditioned refrigerator with the same humidity and temperature conditions may be used.
- 6.3.2. Remove panels from the environmental chamber and apply one coat of primer, 35 45 microns (1.4 1.8 mils) dry above the profile, and return panels to the environmental chamber. After six hours, remove from the environmental chamber and allow to equilibrate for 30 minutes at ambient conditions for it to completely dry to touch (see note 12.5 and 12.6).
- 6.3.3. Expose panels under continuous wet or condensing conditions at ambient temperature for approximately 16 hours (see note 12.7). At the end of 16 hours, immediately examine for rusting. The rusting shall not exceed 9 as judged by ASTM D 610. Blistering may occur at this time, however, allow time for recovery by drying the test panel overnight before rating the blister. The rating shall not exceed 8F according to ASTM D 714.
- A. Workability The paints shall be easily applied by conventional and airless spray to smooth vertical surfaces at a minimum dry film thickness of 75 microns (3 mils) per coat without runs, sags, or other film defects. When application is made by brush or roller, multiple coats will be permitted to achieve 75 microns (3 mils) dry film thickness and uniformity of appearance.
- B. Toxicity The paints shall not contain more than trace amounts of lead, hexavalent chromium, cadmium, mercury, or other toxic heavy metals.

- C. Flash Point The flash point of the coatings shall be greater than 65° C (149° F.) as determined by a Pensky-Martens Closed Cup Tester according to ASTM D 93.
- D. Shelf Life The paints shall show no curdling, gelling, gassing, or an increase in viscosity of more than 10 KU after 1 year from the date of manufacture when packaged in tightly covered unopened containers and stored at temperatures between 10° C and 32° C (50° F 90° F.).
- E. Volume Solids The coatings shall not be less than 32% solids by volume.
- F. Odor Freshly opened containers of the paints shall not exhibit any rancid, putrid, or other objectionable odors.
- G. Drying Time The paints shall set to touch within 4 hours and dry through within 24 hours when applied at 250 microns (10 mils) wet film thickness and tested according to ASTM D 1640.
- H. Color and Hiding Power The primer shall match Munsell Matte or Glossy Color 5Y 8/4 Yellow. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color tolerance shall not exceed 10 Hunter Delta E Units for the primer and 3.0 Hunter Delta E Units for the finish coats. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 75 microns (3 mils) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. The contrast ratio of the finish coats at 50 microns (2 mils) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805. Color measurements shall be determined on a spectrophotometer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The spectrophotometer shall measure the visible spectrum from 380 720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.
- I. Gloss The 60° specular gloss of the finish coats shall not be less than 65 when measured according to ASTM D 523.
- J. Color and Gloss Retention of Finish Coats A 250 micron (10 mil) wet film of finish coat shall be applied to a 300 mm x 100 mm (12 inch x 4 inch) aluminum alloy panel prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. Allow to air-dry for seven days and then measure the 60° specular gloss and color. Subject the coated panel for 300 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps). The cycle shall consist of 8 hours UV exposure at 60° C (140° F.) followed by 4 hours of condensation at 40° C (104°F.). After exposure, rinse the panel with clean water, allow to dry at room temperature for one hour, and again measure the 60 degree specular gloss and color. The panel shall not show a color change of more than 3 Hunter Delta E Units and the 60° specular gloss shall not be less than 40.

K. Adhesion to Inorganic Zinc - The acrylic paints shall pass the topcoat adhesion test as specified in AASHTO M300. The inorganic zinc-rich primer shall meet the requirements of AASHTO M300, Type I solvent-base multiple component with the following additional requirement: The Volatile Organic Compounds (VOC) shall not exceed 340 g/l (2.8 lbs/gal) as applied when tested according to ASTM D 3960.

#### **Qualification Samples And Tests**

The manufacturer shall supply to an independent test laboratory and to the department, duplicate samples of the aluminum epoxy mastic and waterborne acrylic paints for evaluation. Prior to approval and use, the manufacturer shall submit a notarized certification of the independent laboratory, together with results of all tests, stating that these materials meet the requirements as set forth herein. Independent laboratory tests shall be required for each finish coat color the manufacturer proposes to supply. The certified test report shall state lot tested, manufacturer's name, product name, and date of manufacture. New certified test results and samples for testing by the department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the department) shall be borne by the manufacturer.

#### Acceptance Samples And Certification

A 1 liter (1 quart) sample of each lot of paint produced for use on state or local agency projects shall be submitted to the department for testing, together with a manufacturer's certification. The certification shall state that the formulation for the lot represented is essentially identical to that used for qualification testing. All acceptance samples shall be taken by a representative of the Illinois Department of Transportation. The aluminum epoxy mastic and waterborne acrylic paints shall not be used until tests are completed and they have met the requirements as set forth herein.

#### Packaging and Labeling

Each container shall have a label clearly showing the manufacturer, product name, lot number, date of manufacture, and shelf life. The label shall also include complete instructions for the use of the product. The container shall be coated, if necessary, to prevent attack by the paint components.

#### Special Instructions.

All surfaces painted inadvertently shall be cleaned immediately.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

<u>Basis of Payment:</u> This work will be paid for at the contract Lump Sum price for CLEANING AND PAINTING SIGN STRUCTURE NO. 4, which price shall be payment in full for cleaning, furnishing the paint, complete painting of the monotube sign structure at the designated location, and providing the necessary traffic control or at the contract unit price each for PAINT OVERHEAD SIGN SUPPORT, which price shall be payment in full for cleaning, furnishing the paint, painting the cantilever sign support, as specified in the plans, and providing the necessary traffic

#### CONTROL.CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001 Revised: April 19, 2012

<u>Description.</u> This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, must be tested and approved before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

<u>Item</u>	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	
(f) Moisture Cured Zinc Rich Urethane	Primer (Note 2)

(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)

- (h) Moisture Cured Penetrating Sealer (Note 3)
- Note 1:The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:
  - (a) The volume solids shall be 98 percent (plus or minus 2 percent).
  - (b) Shall be clear or slightly tinted color.
- Note 2:These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.
- Note 3:The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

<u>Submittals.</u> The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form as supplied by the Engineer.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Material Safety Data Sheets (MSDS). The Contractor shall identify the solvents proposed for solvent cleaning together with MSDS.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely effect the performance of the coating system.

The paint manufacturer's application and thinning instructions, MSDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.

A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including MSDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non lead abatement projects, the painting Contractor shall possess current SSPC-QP1 certification. Unless indicated otherwise on the plans, for lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification of Society of Protective Coatings (SSPC) BCI certified, National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment to perform the QC inspections. Equipment shall include the following at a minimum:

- Psychrometer or comparable equipment for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning; SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for Steel Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.
- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for projects in which the existing coating is being feathered and must be tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Spring Micrometer
- Bresle Cell Kits or CHLOR\*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC PA2, Measurement of Dry Coating Thickness with magnetic Gages
- Calibration standards for dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The instruments shall be calibrated by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

Hold Point Notification. Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

<u>Inspection Access and Lighting.</u> The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall prevention is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas both inside and outside the containment where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot candles (215 LUX). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

<u>Surface Preparation and Painting Equipment</u>. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

<u>Test Sections.</u> Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

<u>Protective Coverings and Damage</u>. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for acceptance prior to starting the work. Acceptance by the Engineer shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

<u>Weather Conditions</u>. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

- a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.
- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

<u>Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT)</u>. The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose paint and other foreign matter prior to solvent cleaning. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating," except that the wash water does not need to be collected, and if the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, and the existing coating contains lead, all water and debris shall be collected for proper disposal.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work.

<u>Surface Preparation (HOLD POINT).</u> One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation". The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact if it can not be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

- a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.
- b) Near White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near White Metal Blast Cleaning SSPC-SP 10. Unless otherwise specified in the contract, the designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between rivets, bolts, and plates, and the underlying steel. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor may be added to the supply water and/or rinse water to prevent flash rusting. If a rust inhibitor is proposed, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products. The surfaces shall be allowed to completely dry before the application of any coating.

c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of Commercial Grade Power Tool Cleaning, SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.

<u>Power Tool Cleaning of Shop Primed Steel.</u> When steel coated with only a prime coat of inorganic or organic zinc is specified to be cleaned, this work shall be accomplished as follows. After cleaning the surface as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating," damaged and rusted areas shall be spot cleaned according Power Tool Cleaning -Modified SSPC-SP3. The edges of the coating surrounding the spot repairs shall be feathered.

<u>Abrasives.</u> Unless otherwise specified in the contract, when abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives meet AB3. On a daily basis, the Contractor shall verify that recycled abrasives are free of oil contamination by conducting oil content tests according to SSPC-AB2.

All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

<u>Surface Profile (HOLD POINT)</u>. The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for the Power Tool Cleaning - Commercial Grade shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by the Contractor's surface preparation procedures shall be determined by replica tape and spring micrometer at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable measurements shall be further tested to determine the limits of the deficient area. The replica tape shall be attached to the daily report.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to insure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

<u>Soluble Salt Remediation (HOLD POINT)</u>. The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers.

Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than 7µg/sq cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7  $\mu$ g/sq cm are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

<u>Surface Condition Prior to Painting (HOLD POINT)</u>. Prepared surfaces, shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

<u>General Paint Requirements</u>. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, If a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

a) Paint Storage and Mixing. All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, painters buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

- c) Painting Shop Primed Steel. After cleaning, rusted and damaged areas shall be touched up using the same primer specified for painting the existing structure. The intermediate and finish coats specified for painting the existing structure shall be applied to the steel. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied first in order to prevent pinholing and bubbling.
- d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush and/or spray to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to build additional thickness and to assure complete coverage of these areas.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

- a) System 1 OZ/E/U for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:
  - One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
  - One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
  - One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.

• One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- c) System 3 EM/EM/AC for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:
  - One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.
  - One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
  - A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- e) System 5 MCU for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:
  - One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
  - One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
  - One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning - Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

## Special Instructions.

a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

CODE U (for field applied System 3 or System 4).

CODE Z (for field applied System 1 or System 2).

CODE AA (for field applied System 5 or System 6).

This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near one end of the bridge, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

b) All surfaces painted inadvertently shall be cleaned immediately.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

### Appendix 1 - Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasives
- SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP 12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
- SSPC-SP15, Commercial Grade Power Tool Cleaning
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

# **CONTRACT CLAIMS (BDE)**

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

Revise Article 109.09(e) of the Standard Specifications to read:

"(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000 Revised: August 2, 2011

<u>FEDERAL OBLIGATION</u>. 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.

<u>CONTRACTOR ASSURANCE</u>. 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. The 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 **0.00%** 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 for 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.

<u>DBE LOCATOR REFERENCES</u>. Bidders shall 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 website at www.dot.il.gov.

<u>BIDDING PROCEDURES</u>. 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 if 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 that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, 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 documents 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 document 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 or 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 for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the 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 issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. 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 documentation and 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 consideration, 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 is 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 of 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. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. 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) <u>TERMINATION OR REPLACEMENT</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. 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. 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. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than 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.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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 reasonable 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) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract:
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.
  - When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.
- (f) PAYMENT RECORDS. 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 BDE 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 (h) of this part.

- (g) <u>ENFORCEMENT</u>. 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.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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.

## PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### "STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

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

- 1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
- 3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

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

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

### PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

## REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

"202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm)."

### WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports 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.

#### ILLINOIS DEPARTMENT OF LABOR

# PREVAILING WAGES FOR 9::=B; <5 A \( \tilde{z} A \) 5 7 C @ G COUNT=9 G EFFECTIVE APRIL 2014

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 <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> 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.

## **Effingham County Prevailing Wage for April 2014**

 $(See\ explanation\ of\ column\ headings\ at\ bottom\ of\ wages)$ 

Trade Name	RG	TYP	С	Base	FRMAN I	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
============	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		27.030	27.480	1.5	1.5	2.0	6.350	11.57	0.000	0.900
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	1.5	2.0	6.500	5.700	0.000	0.650
BOILERMAKER		BLD		32.060	34.560	1.5	1.5	2.0	7.070	21.27	1.000	0.350
BRICK MASON		BLD		29.650	31.150	2.0	2.0	2.0	7.100	10.38	0.000	0.630
CARPENTER		BLD		29.600	31.850	1.5	1.5	2.0	7.700	13.65	0.000	0.520
CARPENTER		HWY		28.390	30.140	1.5	1.5	2.0	7.700	13.65	0.000	0.520
CEMENT MASON		BLD		30.410	32.160	1.5	1.5	2.0	7.100	8.500	0.000	0.500
CEMENT MASON		HWY		27.400	28.900	1.5	1.5	2.0	7.100	6.130	0.000	0.300
CERAMIC TILE FNSHER		BLD		28.830	0.000	1.5	1.5	2.0	7.100	8.200	0.000	0.000
ELECTRIC PWR EQMT OP				36.770	0.000	1.5	1.5	2.0	5.760	10.29	0.000	0.370
ELECTRIC PWR EQMT OP		ALL	2	32.820	0.000		1.5	2.0		9.190		
ELECTRIC PWR GRNDMAN		ALL		27.020	0.000		1.5	2.0				
ELECTRIC PWR LINEMAN		ALL		46.100	49.220		1.5	2.0		12.91		0.460
ELECTRICIAN	N	BLD		34.680	38.150		1.5	2.0		8.240		
ELECTRICIAN	S	ALL					1.5	2.0		10.08		0.800
ELECTRONIC SYS TECH	N	BLD			32.880		1.5	2.0		6.110		0.400
ELECTRONIC SYS TECH	S	BLD			34.320		1.5	2.0		4.210		0.400
ELEVATOR CONSTRUCTOR		BLD		41.070	46.200		2.0		12.73			
GLAZIER		BLD			33.030		2.0		7.050			
HT/FROST INSULATOR		BLD			30.990		1.5		5.050			0.280
IRON WORKER		ALL BLD		29.290 26.030	32.220 26.480		1.5	2.0	6.450	11.50		
LABORER LABORER		HWY			26.480		1.5	2.0		11.57		
LATHER		BLD			31.850		1.5	2.0		13.65		0.520
MACHINIST		BLD			46.420		1.5		6.760			
MARBLE FINISHERS		BLD		28.830	0.000		1.5		7.100			0.000
MARBLE MASON		BLD		30.330	0.000		1.5		7.100			
MILLWRIGHT		BLD		29.620	31.870		1.5		7.700			
MILLWRIGHT		HWY		31.980	33.730		1.5	2.0		14.50		
OPERATING ENGINEER		ALL	1	36.950	0.000		1.5	2.0		8.700		
OPERATING ENGINEER		ALL	2	23.900	0.000	1.5	1.5	2.0		8.700		
PAINTER		ALL		26.000	27.500	1.5	1.5	2.0	7.820	9.000	0.000	0.500
PILEDRIVER		BLD		30.100	32.350	1.5	1.5	2.0	7.700	13.65	0.000	0.520
PILEDRIVER		HWY		29.390	31.140	1.5	1.5	2.0	7.700	13.65	0.000	0.520
PIPEFITTER		BLD		38.140	40.640	1.5	1.5	2.0	7.000	11.45	0.000	0.990
PLASTERER		BLD		30.500	32.500	1.5	1.5	2.0	7.100	10.27	0.000	0.500
PLUMBER		BLD		38.140	40.640	1.5	1.5	2.0	7.000	11.45	0.000	0.990
ROOFER		BLD			29.470				10.18			
SHEETMETAL WORKER		ALL			33.750				8.330			
SPRINKLER FITTER		BLD			39.870				8.420			
STONE MASON		BLD			31.150				7.100			
SURVEY WORKER		ALL			26.300				5.850			
TERRAZZO FINISHER		BLD		28.830	0.000				7.100			
TERRAZZO MASON		BLD		30.330	0.000				7.100			
TILE LAYER		BLD			31.850				7.700			
TILE MASON		BLD	1	30.330	0.000				7.100			
TRUCK DRIVER				31.230	0.000				10.30			
TRUCK DRIVER TRUCK DRIVER				31.680 31.890	0.000				10.30			
TRUCK DRIVER				32.180	0.000				10.30			
TRUCK DRIVER				33.020	0.000				10.30			
TUCKPOINTER		BLD	J		31.150				7.100			
TOCKEOTIVIEK		טננט		٥٥٥٠ د ـ	JI.IJU	∠.∪	∠.∪	∠.∪	,.100	10.30	0.000	0.030

Legend: RG (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) 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**

EFFINGHAM COUNTY

ELECTRICIANS AND ELECTRONIC SYSTEMS TECHNICIAN (NORTH) - Townships of Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and Teutopolis.

ELECTRICIANS AND ELECTRONIC SYSTEMS TECHNICIAN (SOUTH) - Those townships not included in NORTH.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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, vactor 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.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

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.

# **Macon County Prevailing Wage for April 2014**

 $(See\ explanation\ of\ column\ headings\ at\ bottom\ of\ wages)$ 

Trade Name	_		_	Base	FRMAN M-F>8		OSH	•	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD	_		31.540 1.5	1.5				0.000	
ASBESTOS ABT-MEC		BLD			31.360 1.5	1.5				0.000	
BOILERMAKER		BLD		32.060	34.560 1.5	1.5	2.0	7.070	21.27	1.000	0.350
BRICK MASON		BLD		29.610	31.110 1.5	1.5	2.0	8.450	11.10	0.000	0.580
CARPENTER		BLD		28.940	31.190 1.5	1.5	2.0	7.700	14.31	0.000	0.520
CARPENTER		HWY		29.440	31.190 1.5	1.5	2.0	7.700	14.31	0.000	0.520
CEMENT MASON		BLD		29.490	30.490 1.5	1.5	2.0	7.700	11.13	0.000	0.500
CEMENT MASON		HWY		27.370	28.870 1.5	1.5	2.0	7.450	10.73	0.000	0.500
CERAMIC TILE FNSHER		BLD		26.360	0.000 1.5	1.5	2.0	8.450	9.000	0.000	0.000
ELECTRIC PWR EQMT OP		ALL			45.290 1.5	1.5				0.000	
ELECTRIC PWR GRNDMAN		ALL			45.290 1.5	1.5				0.000	
ELECTRIC PWR LINEMAN		ALL			45.290 1.5	1.5				0.000	
ELECTRIC PWR TRK DRV		ALL			45.290 1.5	1.5				0.000	
ELECTRICIAN		BLD			38.150 1.5					0.000	
ELECTRONIC SYS TECH		BLD			32.880 1.5					0.000	
ELEVATOR CONSTRUCTOR		BLD			46.200 2.0	2.0			13.46		0.600
GLAZIER		BLD			33.030 1.5	2.0				0.000	
HT/FROST INSULATOR	_	BLD			38.660 1.5	1.5				0.000	
IRON WORKER	E	ALL			33.510 1.5	1.5				0.000	
IRON WORKER	W W	BLD HWY			32.000 1.5 32.500 1.5	1.5 1.5				0.000	
IRON WORKER LABORER	W	BLD			29.540 1.5					0.000	
LABORER		HWY			30.550 1.5					0.000	
LATHER		BLD			31.190 1.5					0.000	
MACHINIST		BLD			46.420 1.5	1.5			8.950		0.000
MARBLE FINISHERS		BLD		26.360	0.000 1.5	1.5			9.000		0.000
MARBLE MASON		BLD			29.110 1.5	1.5				0.000	
MILLWRIGHT		BLD			31.870 1.5	1.5				0.000	
MILLWRIGHT		HWY			33.150 1.5	1.5				0.000	
OPERATING ENGINEER			1		35.400 1.5					0.000	
OPERATING ENGINEER		BLD	2	31.550	35.400 1.5	1.5				0.000	
OPERATING ENGINEER		BLD	3	27.950	35.400 1.5	1.5	2.0	10.05	7.600	0.000	1.300
OPERATING ENGINEER		BLD	4	35.400	35.400 1.5	1.5	2.0	10.05	7.600	0.000	1.300
OPERATING ENGINEER		HWY	1	37.600	39.100 1.5	1.5	2.0	10.05	8.100	0.000	1.300
OPERATING ENGINEER		HWY	2	33.660	39.100 1.5	1.5	2.0	10.05	8.100	0.000	1.300
OPERATING ENGINEER		HWY	3	27.630	39.100 1.5	1.5	2.0	10.05	8.100	0.000	1.300
OPERATING ENGINEER		HWY	4		39.100 1.5					0.000	
OPERATING ENGINEER		O&C			0.000 1.5					0.000	
PAINTER		ALL			29.750 1.5					0.000	
PAINTER OVER 30FT		ALL			30.750 1.5					0.000	
PAINTER PWR EQMT		ALL			30.750 1.5					0.000	
PILEDRIVER		BLD			31.690 1.5					0.000	
PILEDRIVER		HWY BLD			32.190 1.5 39.550 1.5					0.000	
PIPEFITTER PLASTERER		BLD			32.000 1.5					0.000	
PLUMBER		BLD			39.550 1.5					0.000	
ROOFER		BLD			29.470 1.5					0.000	
SHEETMETAL WORKER		BLD			32.870 1.5					0.000	
SPRINKLER FITTER		BLD			39.870 1.5					0.000	
STONE MASON		BLD			31.110 1.5					0.000	
SURVEY WORKER		ALL			30.550 1.5					0.000	
TERRAZZO FINISHER		BLD		26.360	0.000 1.5					0.000	
TERRAZZO MASON		BLD			29.110 1.5					0.000	
TILE MASON		BLD			29.110 1.5					0.000	
TRUCK DRIVER			1	31.340						0.000	
TRUCK DRIVER		ALL	2	31.780	0.000 1.5	1.5	2.0	10.30	5.010	0.000	0.250

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TRUCK DRIVER
                      ALL 3 32.020 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
                     ALL 4 32.280 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
TRUCK DRIVER
TRUCK DRIVER
                     ALL 5 33.130 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
                     0&C 1 25.070 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
TRUCK DRIVER
TRUCK DRIVER
                    0&C 2 25.420 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
                    O&C 3 25.620 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
TRUCK DRIVER
                     O&C 4 25.820 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
TRUCK DRIVER
                     O&C 5 26.500 0.000 1.5 1.5 2.0 10.30 5.010 0.000 0.250
TRUCK DRIVER
                           29.610 31.110 1.5 1.5 2.0 8.450 11.10 0.000 0.580
TUCKPOINTER
                      BLD
```

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) 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**

MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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.

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

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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, vactor 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.

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

#### OPERATING ENGINEERS - BUILDING

- Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.
- CLASS 2. Air Compressors (six to eight)\*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)\*; Generators (six to eight)\*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)\*; Mechanical Heaters (six to eight)\*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)\*; Well Drill Machines.
- CLASS 3. Air Compressors(one to five)\*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)\*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)\*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)\*; Mechanic Helpers; Mechanical Heaters (one to five)\*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)\*;

- Welding Machines (1/300 Amp. or over)\*; Welding machines (one to five)\*
- CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.
- \* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

#### OPERATING ENGINEERS - HIGHWAY

- Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.
- CLASS 2. Air Compressors (six to eight)\*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)\*; Generators (six to eight)\*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)\*; Mechanical Heaters (six to eight)\*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)\*; Well Drill Machines.
- CLASS 3. Air Compressors (one to five)\*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)\*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)\*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)\*; Mechanic Helpers; Mechanical Heaters (one to five)\*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)\*; Welding Machines (one 300 Amp. or over)\*; Welding Machines (one to five)\*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

\*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

#### OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

#### 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.

# **Coles County Prevailing Wage for April 2014**

 $(See\ explanation\ of\ column\ headings\ at\ bottom\ of\ wages)$ 

ASBESTOS ABT-GEN ASDESTOS ABT-GEN BLD ASDESTOS ABT-MEC BLD
ASBESTOS ABT-MEC BLD   21.500   22.500   1.5   1.5   2.0   6.500   5.700   0.000   0.650   BOILERMAKER   BLD   32.060   34.560   1.5   1.5   2.0   7.700   11.27   1.000   0.350   BRICK MASON   BLD   31.320   32.820   1.5   1.5   2.0   7.700   13.65   0.000   0.520   CARPENTER   BLD   29.600   31.850   1.5   1.5   2.0   7.700   13.65   0.000   0.520   CARPENTER   HWY   30.100   31.850   1.5   1.5   2.0   7.700   13.65   0.000   0.520   CEMENT MASON   HWY   31.040   32.540   1.5   1.5   2.0   7.700   8.500   0.000   0.500   CEMENT MASON   HWY   31.040   32.540   1.5   1.5   2.0   7.100   8.500   0.000   0.500   CEMENT E FNSHER   BLD   28.830   0.000   1.5   1.5   2.0   7.100   8.500   0.000   0.500   CELECTRIC PWR EQMT OP   ALL   36.770   0.000   1.5   1.5   2.0   7.100   8.500   0.000   0.300   ELECTRIC PWR EQMT OP   ALL   2.5200   45.290   1.5   1.5   2.0   5.760   9.190   0.000   0.330   ELECTRIC PWR GRNDMAN   ALL   42.540   45.290   1.5   1.5   2.0   5.760   9.190   0.000   0.330   ELECTRICIP PWR LINEMAN   ALL   42.540   45.290   1.5   1.5   2.0   5.600   8.240   0.000   0.500   ELECTRICIP PWR LINEMAN   ALL   42.540   45.290   1.5   1.5   2.0   5.600   8.240   0.000   0.500   ELECTRICIP PWR LINEMAN   ALL   42.540   31.130   32.880   1.5   1.5   2.0   5.600   8.240   0.000   0.400   ELECTRONIC SYS TECH   BLD   31.130   32.880   1.5   1.5   2.0   5.600   8.240   0.000   0.400   ELECTRONIC SYS TECH   BLD   31.030   31.460   1.5   1.5   2.0   5.600   8.240   0.000   0.400   ELECTRIC PWR EQMTOR   ALL   29.290   30.990   1.5   1.5   2.0   5.600   8.240   0.000   0.400   ELECTRIC PWR EQMTOR   ALL   29.290   30.990   1.5   1.5   2.0   5.600   8.200   0.000   0.400   ELECTRIC PWR EQMTOR   ALL   29.290   30.550   1.5   1.5   2.0   5.600   8.200   0.000   0.400   ELECTRIC PWR LINEMAN   ALL   29.290   30.550   1.5   1.5   2.0   5.600   8.200   0.000   0.400   ELECTRIC PWR LINEMAN   ALL   29.290   30.550   1.5   1.5   2.0   5.600   8.200   0.000   0.400   ELECTRIC PWR LINEMAN   ALL   29.200   30.550   1.5   1.5   2.0   7.
BOILERMAKER   BLD   32.060   34.560   1.5   1.5   2.0   7.070   21.27   1.000   0.350
CARPENTER CARPENTER CHY CHY CARPENTER CHY CHY CARPENTER CHY
CARPENTER  HMY 30.100 31.850 1.5 1.5 2.0 7.700 13.65 0.000 0.520  CEMENT MASON BLD 30.410 32.160 1.5 1.5 2.0 7.100 8.500 0.000 0.500  CEMENT MASON HWY 31.040 32.540 1.5 1.5 2.0 7.100 8.500 0.000 0.500  CERAMIC TILE FNSHER BLD 28.830 0.000 1.5 1.5 2.0 7.100 8.200 0.000 0.000  ELECTRIC PWR EQMT OP ALL 1 36.770 0.000 1.5 1.5 2.0 5.760 10.29 0.000 0.370  ELECTRIC PWR GRNDMAN ALL 2.32.820 0.000 1.5 1.5 2.0 5.760 9.190 0.000 0.330  ELECTRIC PWR GRNDMAN ALL 42.540 45.290 1.5 1.5 2.0 5.760 9.190 0.000 0.260  ELECTRIC PWR LINEMAN BLD 34.680 38.150 1.5 1.5 2.0 5.760 8.240 0.000 0.520  ELECTRICIAN BLD 34.680 38.150 1.5 1.5 2.0 5.760 8.240 0.000 0.520  ELECTRONIC SYS TECH BLD 31.130 32.880 1.5 1.5 2.0 5.350 6.110 0.000 0.400  ELECTRONIC SYS TECH BLD 31.130 32.880 1.5 1.5 2.0 5.350 6.110 0.000 0.400  ELECTRONIC SYS TECH BLD 31.330 33.030 1.5 2.0 5.000 8.240 0.000 0.5400  ELECTRONIC SYS TECH BLD 31.330 33.030 1.5 2.0 5.000 8.240 0.000 0.400  ELECTRONIC SYS TECH BLD 31.330 33.030 1.5 2.0 5.000 8.240 0.000 0.400  ELECTRONIC SYS TECH BLD 31.330 33.030 1.5 2.0 5.050 10.09 0.000 0.400  ELECTRONIC SYS TECH BLD 31.300 33.030 1.5 2.0 5.050 10.09 0.000 0.400  ELECTRONIC SYS TECH BLD 31.300 33.030 1.5 2.0 5.050 10.09 0.000 0.400  ELECTRONIC SYS TECH BLD 31.300 33.030 1.5 2.0 0.000 10.34 0.000 0.300  ELAGRER BLD 29.990 30.990 1.5 1.5 2.0 5.050 10.09 0.000 0.300  ELABORER BLD 29.900 31.850 1.5 1.5 2.0 6.450 11.60 0.000 0.300  LABORER BLD 29.600 31.850 1.5 1.5 2.0 7.700 13.65 0.000 0.000  MACHINIST BLD 29.600 31.850 1.5 1.5 2.0 7.700 8.200 0.000 0.000  MARBLE FINISHERS BLD 28.830 0.000 1.5 1.5 2.0 7.700 14.09 0.000 0.500  MARBLE FINISHERS BLD 29.600 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.500  MARBLE FINISHERS BLD 29.600 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.500  MARBLE FINISHERS BLD 29.600 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.500  MARBLE FINISHERS BLD 29.600 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.500  MARBLE FINISHERS BLD 31.400 33.500 1.5 1.5 2.0 7.700 14.09 0.000 0.500  MARBLE FINISHER BLD 31.400 33.500 1.5 1.5 2.0 7.700 14.00 0.000
CEMENT MASON
CEMENT MASON
CERAMIC TILE FNSHER   BLD   28.830   0.000   1.5   1.5   2.0   7.100   8.200   0.000   0.000   0.370
ELECTRIC PWR EQMT OP
ELECTRIC PWR EQMT OP ALL 2 32.820 0.000 1.5 1.5 2.0 5.760 9.190 0.000 0.330 ELECTRIC PWR GRNDMAN ALL 26.280 45.290 1.5 1.5 2.0 5.790 7.360 0.000 0.260 ELECTRIC PWR LINEMAN ALL 42.540 45.290 1.5 1.5 2.0 6.280 11.92 0.000 0.430 ELECTRICIAN BLD 34.680 38.150 1.5 1.5 2.0 5.600 8.240 0.000 0.520 ELECTRONIC SYS TECH BLD 31.130 32.880 1.5 1.5 2.0 5.350 6.110 0.000 0.400 ELEVATOR CONSTRUCTOR BLD 41.070 46.200 2.0 2.0 12.73 13.46 3.290 0.600 FENCE ERECTOR ALL 28.600 31.460 1.5 1.5 2.0 6.450 11.30 0.000 0.300 ELAZIER BLD 31.030 33.030 1.5 2.0 2.0 7.050 8.400 0.000 0.430 HT/FROST INSULATOR BLD 29.990 30.990 1.5 1.5 2.0 6.450 11.30 0.000 0.300 ELABORER BLD 27.990 29.240 1.5 1.5 2.0 6.450 11.60 0.000 0.300 LABORER BLD 29.600 31.850 1.5 1.5 2.0 6.450 11.60 0.000 0.300 ELAFHER BLD 29.600 31.850 1.5 1.5 2.0 6.300 10.34 0.000 0.800 ELATHER BLD 29.600 31.850 1.5 1.5 2.0 6.300 10.34 0.000 0.520 MARBLE FINISHERS BLD 43.920 46.420 1.5 1.5 2.0 6.760 8.950 1.850 0.000 0.520 MARBLE FINISHERS BLD 28.830 0.000 1.5 1.5 2.0 7.700 13.65 0.000 0.520 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.520 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.520 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.520 OPERATING ENGINEER ALL 36.950 0.000 1.5 1.5 2.0 7.700 14.74 0.000 0.520 OPERATING ENGINEER ALL 33.560 35.060 1.5 1.5 2.0 7.250 8.700 0.000 0.600 PAINTER ALL 33.560 35.060 1.5 1.5 2.0 7.250 8.700 0.000 0.600 PAINTER ALL 33.560 35.060 1.5 1.5 2.0 7.250 8.700 0.000 0.600 PAINTER SIGNS ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 0.600 PAINTER SIGNS
ELECTRIC PWR GRNDMAN         ALL         26.280         45.290         1.5         1.5         2.0         5.790         7.360         0.000         0.260           ELECTRIC PWR LINEMAN         ALL         42.540         45.290         1.5         1.5         2.0         6.280         11.92         0.000         0.430           ELECTRICIAN         BLD         34.680         38.150         1.5         1.5         2.0         5.600         8.240         0.000         0.520           ELECTRONIC SYS TECH         BLD         31.130         32.880         1.5         1.5         2.0         5.350         6.110         0.000         0.400           ELECTRORIC SYS TECH         BLD         41.070         46.200         2.0         2.0         2.0         5.350         6.110         0.000         0.400           ELECYATOR CONSTRUCTOR         BLD         41.070         46.200         2.0         2.0         1.27         1.3146         3.290         0.600           FENCE ERECTOR         ALL         28.600         31.460         1.5         2.0         6.450         11.30         0.000         0.280           HT/FROST INSULATOR         BLD         31.030         32.220         1.5
ELECTRIC PWR LINEMAN       ALL       42.540       45.290       1.5       1.5       2.0       6.280       11.92       0.000       0.430         ELECTRICIAN       BLD       34.680       38.150       1.5       1.5       2.0       5.600       8.240       0.000       0.520         ELECTRONIC SYS TECH       BLD       31.130       32.880       1.5       1.5       2.0       5.350       6.110       0.000       0.400         ELEVATOR CONSTRUCTOR       BLD       41.070       46.200       2.0       2.0       2.0       12.73       13.46       3.290       0.600         FENCE ERECTOR       ALL       28.600       31.460       1.5       1.5       2.0       6.450       11.30       0.000       0.300         GLAZIER       BLD       31.030       33.030       1.5       2.0       6.450       11.30       0.000       0.430         HT/FROST INSULATOR       BLD       29.990       30.990       1.5       1.5       2.0       6.450       11.60       0.000       0.280         LABORER       BLD       27.990       29.240       1.5       1.5       2.0       6.300       10.34       0.000       0.800       0.800      <
ELECTRICIAN       BLD       34.680       38.150       1.5       2.0       5.600       8.240       0.000       0.520         ELECTRONIC SYS TECH       BLD       31.130       32.880       1.5       1.5       2.0       5.350       6.110       0.000       0.400         ELEVATOR CONSTRUCTOR       BLD       41.070       46.200       2.0       2.0       2.0       12.73       13.46       3.290       0.600         FENCE ERECTOR       ALL       28.600       31.460       1.5       1.5       2.0       6.450       11.30       0.000       0.300         GLAZIER       BLD       31.030       33.030       1.5       2.0       2.0       7.050       8.400       0.000       0.430         HT/FROST INSULATOR       BLD       29.990       30.990       1.5       1.5       2.0       5.050       10.09       0.000       0.280         IRON WORKER       ALL       29.290       32.220       1.5       1.5       2.0       6.450       11.60       0.000       0.300         LABORER       HWY       29.550       30.550       1.5       1.5       2.0       6.300       10.34       0.000       0.800         MACHINIST
ELECTRONIC SYS TECH       BLD       31.130       32.880       1.5       1.5       2.0       5.350       6.110       0.000       0.400         ELEVATOR CONSTRUCTOR       BLD       41.070       46.200       2.0       2.0       2.0       12.73       13.46       3.290       0.600         FENCE ERECTOR       ALL       28.600       31.460       1.5       1.5       2.0       6.450       11.30       0.000       0.300         GLAZIER       BLD       31.030       33.030       1.5       2.0       2.0       2.0       7.050       8.400       0.000       0.430         HT/FROST INSULATOR       BLD       29.990       30.990       1.5       1.5       2.0       5.050       10.09       0.000       0.280         IRON WORKER       ALL       29.290       32.220       1.5       1.5       2.0       6.450       11.60       0.000       0.300         LABORER       BLD       27.990       29.240       1.5       2.0       6.300       10.34       0.000       0.800         LATHER       BLD       29.600       31.850       1.5       2.0       6.700       8.950       1.850       0.000         MARBLE FINISHERS
ELEVATOR CONSTRUCTOR  BLD 41.070 46.200 2.0 2.0 2.0 12.73 13.46 3.290 0.600 fence erector  ALL 28.600 31.460 1.5 1.5 2.0 6.450 11.30 0.000 0.300 GLAZIER  BLD 31.030 33.030 1.5 2.0 2.0 7.050 8.400 0.000 0.430 ht/frost insulator  BLD 29.990 30.990 1.5 1.5 2.0 5.050 10.09 0.000 0.280 inon worker  ALL 29.290 32.220 1.5 1.5 2.0 6.450 11.60 0.000 0.300 laborer  BLD 27.990 29.240 1.5 1.5 2.0 6.300 10.34 0.000 0.800 laborer  LABORER BLD 27.990 30.550 1.5 1.5 2.0 6.300 10.34 0.000 0.800 laborer  LATHER BLD 29.600 31.850 1.5 1.5 2.0 6.300 10.34 0.000 0.520 machinist BLD 43.920 46.420 1.5 1.5 2.0 6.760 8.950 1.850 0.000 0.520 machinist BLD 28.830 0.000 1.5 1.5 2.0 7.700 13.65 0.000 0.000 marble finishers  BLD 29.620 31.870 1.5 1.5 2.0 7.100 8.200 0.000 0.000 millwright BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.520 millwright BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.520 millwright BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.74 0.000 0.520 millwright HWY 31.400 33.150 1.5 1.5 2.0 7.700 14.74 0.000 0.520 millwright BLD 29.620 31.870 1.5 1.5 2.0 7.250 8.700 0.000 0.800 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.600 0.6
FENCE ERECTOR       ALL       28.600       31.460       1.5       1.5       2.0       6.450       11.30       0.000       0.300         GLAZIER       BLD       31.030       33.030       1.5       2.0       2.0       7.050       8.400       0.000       0.430         HT/FROST INSULATOR       BLD       29.990       30.990       1.5       1.5       2.0       5.050       10.09       0.000       0.280         IRON WORKER       ALL       29.290       32.220       1.5       1.5       2.0       6.450       11.60       0.000       0.300         LABORER       BLD       27.990       29.240       1.5       1.5       2.0       6.300       10.34       0.000       0.800         LATHER       BLD       29.550       30.550       1.5       1.5       2.0       6.300       10.34       0.000       0.800         MACHINIST       BLD       43.920       46.420       1.5       1.5       2.0       7.700       13.65       0.000       0.500         MARBLE FINISHERS       BLD       28.830       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MILLWRIGHT
GLAZIER  BLD 31.030 33.030 1.5 2.0 2.0 7.050 8.400 0.000 0.430 HT/FROST INSULATOR BLD 29.990 30.990 1.5 1.5 2.0 5.050 10.09 0.000 0.280 IRON WORKER ALL 29.290 32.220 1.5 1.5 2.0 6.450 11.60 0.000 0.300 LABORER BLD 27.990 29.240 1.5 1.5 2.0 6.300 10.34 0.000 0.800 LABORER HWY 29.550 30.550 1.5 1.5 2.0 6.300 10.34 0.000 0.800 LATHER BLD 29.600 31.850 1.5 1.5 2.0 6.300 10.34 0.000 0.520 MARBLE FINISHERS BLD 43.920 46.420 1.5 1.5 2.0 6.760 8.950 1.850 0.000 MARBLE FINISHERS BLD 28.830 0.000 1.5 1.5 2.0 7.700 8.200 0.000 0.000 MARBLE MASON BLD 30.330 0.000 1.5 1.5 2.0 7.100 8.200 0.000 0.000 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.09 0.000 0.520 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.74 0.000 0.520 MILLWRIGHT BLD 30.330 0.000 1.5 1.5 2.0 7.700 14.74 0.000 0.520 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.700 14.74 0.000 0.520 MILLWRIGHT BLD 29.620 31.870 1.5 1.5 2.0 7.250 8.700 0.000 0.800 MILLWRIGHER ALL 1 36.950 0.000 1.5 1.5 2.0 7.250 8.700 0.000 0.800 MILLWRIGHER ALL 2 23.900 0.000 1.5 1.5 2.0 7.250 8.700 0.000 0.800 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.000 0.600 MILLWRIGHER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.00
HT/FROST INSULATOR  BLD
IRON WORKER       ALL       29.290       32.220       1.5       1.5       2.0       6.450       11.60       0.000       0.300         LABORER       BLD       27.990       29.240       1.5       1.5       2.0       6.300       10.34       0.000       0.800         LABORER       HWY       29.550       30.550       1.5       1.5       2.0       6.300       10.34       0.000       0.800         LATHER       BLD       29.600       31.850       1.5       1.5       2.0       7.700       13.65       0.000       0.520         MACHINIST       BLD       43.920       46.420       1.5       1.5       2.0       6.760       8.950       1.850       0.000         MARBLE FINISHERS       BLD       28.830       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.74       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER
LABORER       BLD       27.990       29.240       1.5       1.5       2.0       6.300       10.34       0.000       0.800         LABORER       HWY       29.550       30.550       1.5       1.5       2.0       6.300       10.34       0.000       0.800         LATHER       BLD       29.600       31.850       1.5       1.5       2.0       7.700       13.65       0.000       0.520         MACHINIST       BLD       43.920       46.420       1.5       1.5       2.0       6.760       8.950       1.850       0.000         MARBLE FINISHERS       BLD       28.830       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MARBLE MASON       BLD       30.330       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.74       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.800         OPERATING ENGINEER
LATHER       BLD       29.600       31.850       1.5       1.5       2.0       7.700       13.65       0.000       0.520         MACHINIST       BLD       43.920       46.420       1.5       1.5       2.0       6.760       8.950       1.850       0.000         MARBLE FINISHERS       BLD       28.830       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MARBLE MASON       BLD       30.330       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.74       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER       ALL       1       36.950       0.000       1.5       1.5       2.0       7.250       8.700       0.000       0.800         PAINTER       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600
MACHINIST       BLD       43.920       46.420       1.5       1.5       2.0       6.760       8.950       1.850       0.000         MARBLE FINISHERS       BLD       28.830       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MARBLE MASON       BLD       30.330       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000         MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.74       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER       ALL       36.950       0.000       1.5       1.5       2.0       7.250       8.700       0.000       0.800         PAINTER       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600
MARBLE FINISHERS       BLD       28.830       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000       0.000         MARBLE MASON       BLD       30.330       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000       0.000         MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.74       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER       ALL       1 36.950       0.000       1.5       1.5       2.0       7.250       8.700       0.000       0.800         PAINTER       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600
MARBLE MASON       BLD       30.330       0.000       1.5       1.5       2.0       7.100       8.200       0.000       0.000       0.000         MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.09       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER       ALL       1.5       0.000       1.5       1.5       2.0       7.250       8.700       0.000       0.800         PAINTER       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600         PAINTER SIGNS       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600
MILLWRIGHT       BLD       29.620       31.870       1.5       1.5       2.0       7.700       14.09       0.000       0.520         MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER       ALL       1.5       0.000       1.5       1.5       2.0       7.250       8.700       0.000       0.800         PAINTER       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600         PAINTER SIGNS       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600
MILLWRIGHT       HWY       31.400       33.150       1.5       1.5       2.0       7.700       14.74       0.000       0.520         OPERATING ENGINEER       ALL 1       36.950       0.000       1.5       1.5       2.0       7.250       8.700       0.000       0.800         PAINTER       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600         PAINTER SIGNS       ALL       33.560       35.060       1.5       1.5       2.0       7.100       4.480       0.000       0.600
OPERATING ENGINEER       ALL 1 36.950 0.000 1.5       1.5 2.0 7.250 8.700 0.000 0.800         OPERATING ENGINEER       ALL 2 23.900 0.000 1.5       1.5 2.0 7.250 8.700 0.000 0.800         PAINTER       ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600         PAINTER SIGNS       ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600
OPERATING ENGINEER       ALL 2 23.900 0.000 1.5       1.5 2.0 7.250 8.700 0.000 0.800         PAINTER       ALL 33.560 35.060 1.5       1.5 2.0 7.100 4.480 0.000 0.600         PAINTER SIGNS       ALL 33.560 35.060 1.5       1.5 2.0 7.100 4.480 0.000 0.600
PAINTER ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600 PAINTER SIGNS ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600
PAINTER SIGNS ALL 33.560 35.060 1.5 1.5 2.0 7.100 4.480 0.000 0.600
PILEDRIVER BLD 30.100 32.350 1.5 1.5 2.0 7.700 13.65 0.000 0.520
PILEDRIVER HWY 31.100 32.850 1.5 1.5 2.0 7.700 13.65 0.000 0.520
PIPEFITTER BLD 38.140 40.640 1.5 1.5 2.0 7.000 11.45 0.000 0.990
PLASTERER BLD 30.500 32.500 1.5 1.5 2.0 7.100 10.27 0.000 0.500
PLUMBER BLD 38.140 40.640 1.5 1.5 2.0 7.000 11.45 0.000 0.990
ROOFER BLD 29.150 30.650 1.5 1.5 2.0 9.250 8.400 0.000 0.200
SHEETMETAL WORKER BLD 34.560 36.560 1.5 1.5 2.0 8.400 12.50 0.000 0.520
SPRINKLER FITTER BLD 37.120 39.870 1.5 1.5 2.0 8.420 8.500 0.000 0.350
STONE MASON BLD 31.320 32.820 1.5 1.5 2.0 7.100 10.68 0.000 0.630
SURVEY WORKER ALL 29.550 30.550 1.5 1.5 2.0 6.300 10.34 0.000 0.800
TERRAZZO FINISHER BLD 28.830 0.000 1.5 1.5 2.0 7.100 8.200 0.000 0.000
TERRAZZO MASON BLD 30.330 0.000 1.5 1.5 2.0 7.100 8.200 0.000 0.000
TILE LAYER BLD 29.600 31.850 1.5 1.5 2.0 7.700 13.65 0.000 0.520
TILE MASON BLD 30.330 0.000 1.5 1.5 2.0 7.100 8.200 0.000 0.000 TRUCK DRIVER ALL 1 31.230 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER ALL 1 31.230 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250 TRUCK DRIVER ALL 2 31.680 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER ALL 3 31.890 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER ALL 4 32.180 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER ALL 5 33.020 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER 0&C 1 24.980 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER 0&C 2 25.340 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER 0&C 3 25.510 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER 0&C 4 25.740 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250
TRUCK DRIVER 0&C 5 26.420 0.000 1.5 1.5 2.0 10.30 4.840 0.000 0.250

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) 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**

COLES COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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, vactor 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.

#### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

#### 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.