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

#### **PREQUALIFICATION**

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

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

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

#### WHO CAN BID?

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

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

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

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <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 D&Econtracts@dot.il.gov

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

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

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

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

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

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

2

112101111111111111111111111111111111111	
Proposal Submitted By	•
Name	
	•
Address	
City	

### Letting September 17, 2010

#### NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 46146
Various Counties
Section D1 GRVD INT PVMNT MRK 11-23
District 1 Construction Funds
Various Routes

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

Plans Included Herein

Prepared by

S

Checked by
(Printed by authority of the State of Illinois)

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

#### **INSTRUCTIONS**

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the <u>State Required Ethical Standards Governing Subcontractors</u> to be signed and incorporated into all subcontracts.

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

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

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

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

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

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

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
---------------------	------

Prequalification and/or Authorization to Bid 217/782-3413 Preparation and submittal of bids 217/782-7806



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. 46146
Various Counties
Section D1 GRVD INT PVMNT MRK 11-23
Various Routes
District 1 Construction Funds

Removal and replacement of various types, sizes and widths of pavement marking lines with grooved pavement marking at locations as specified on individual work orders.

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

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

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

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

If a combination bid is submitted,	the proposal gua	ranties which a	accompany the individual	proposals i	making up the	combination v	will be cor	nsidered as
also covering the combination bid.								

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

#### Attach Cashier's Check or Certified Check Here

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

T	he proposal	guaranty	check will	be found in	the proposal	for:	tem	

Section No.

County

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

-3-

			KETUKN WITH BID		
6.	combination combination proportion t	n, he/she n bid spe to the bid	<b>OS.</b> The undersigned further agrees that if awarded the contree will perform the work in accordance with the requirement ecified in the schedule below, and that the combination bit submitted for the same. If an error is found to exist in the gas a combination, the combination bid shall be corrected as pro-	s of each individual proposa d shall be prorated against ross sum bid for one or more	I comprising t each section
			combination bid is submitted, the schedule below must being the combination.	e completed in each propos	al
			te bids are submitted for one or more of the sections con tion bid must be submitted for each alternate.	nprising the combination, a	
			Schedule of Combination Bids		
Со	mbination			Combination	Bid
	No.		Sections Included in Combination	Dollars	Cents
7.	schedule of all extensio schedule ar is an error i contract wil contract. T	f prices for ns and some approximation the extone of the made the schedule of the schedule o	ICES. The undersigned bidder submits herewith, in accordance the items of work for which bids are sought. The unit price ummations have been made. The bidder understands that the kimate and are provided for the purpose of obtaining a gross sension of the unit prices, the unit prices shall govern. Payme e only for actual quantities of work performed and accepted of duled quantities of work to be done and materials to be furnishelsewhere in the contract.	s bid are in U.S. dollars and c e quantities appearing in the l sum for the comparison of bid nt to the contractor awarded t r materials furnished accordir	ents, and bid s. If there he ng to the
8.	provides th	at a per	O BUSINESS IN ILLINOIS. Section 20-43 of the Illinois son (other than an individual acting as a sole proprietor) e of Illinois prior to submitting the bid.		
9.	The service	es of a s	subcontractor will or may be used.		
	Check Check		res □ lo □		
			contractors with subcontracts with an annual value of more the lress, and the dollar allocation for each subcontractor.	an \$25,000, the contract shall	include

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46146

State Job # - C-60-023-11
PPS NBR - 0-01577-0000
County Name - VARIOUS- -

Project Number

Route VARIOUS

Code - 0 - - District - 0 - -

Section Number - D 1 GRVD INT PVMNT MRK 11-23

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7830068	GRV RCSD PVT LT N SYM	SQ FT	2,000.000				
X7830070	GRV RCSD PVT MRKG 5	FOOT	100,000.000				
X7830072	GRV RCSD PVT MRKG 6	FOOT	55,000.000				
X7830074	GRV RCSD PVT MRKG 7	FOOT	35,000.000				
X7830076	GRV RCSD PVT MRKG 9	FOOT	20,000.000				
X7830078	GRV RCSD PVT MRKG 13	FOOT	15,000.000				
X7830090	GRV RCSD PVT MRKG 25	FOOT	2,500.000				
67100100	MOBILIZATION	L SUM	1.000				
70101700	TRAF CONT & PROT	L SUM	1.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	3,000.000				
78000200	THPL PVT MK LINE 4	FOOT	100,000.000				
78000300	THPL PVT MK LINE 5	FOOT	9,000.000				
78000400	THPL PVT MK LINE 6	FOOT	7,000.000				
78000500	THPL PVT MK LINE 8	FOOT	7,000.000				
78000600	THPL PVT MK LINE 12	FOOT	6,000.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46146

State Job # - C-60-023-11
PPS NBR - 0-01577-0000

County Name - VARIOUS- -

Code - 0 - - District - 0 - -

Section Number - D 1 GRVD INT PVMNT MRK 11-23

Project Number	Route
	VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
78000650	THPL PVT MK LINE 24	FOOT	2,000.000				
78000815	HS THPL PM LN 4	FOOT	291,075.000				
78000825	HS THPL PM LN 5	FOOT	60,000.000				
78000845	HS THPL PM LN 8	FOOT	30,000.000				
78003120	PREF PL PM TB LINE 5	FOOT	15,000.000				
78008200	POLYUREA PM T1 LTR-SY	SQ FT	1,500.000				
78008210	POLYUREA PM T1 LN 4	FOOT	110,000.000				
78008220	POLYUREA PM T1 LN 5	FOOT	25,000.000				
78008230	POLYUREA PM T1 LN 6	FOOT	11,000.000				
78008240	POLYUREA PM T1 LN 8	FOOT	40,000.000				
78008250	POLYUREA PM T1 LN 12	FOOT	3,500.000				
78008270	POLYUREA PM T1 LN 24	FOOT	1,500.000				
78300100	PAVT MARKING REMOVAL	SQ FT	10,000.000				

CONTRACT NUMBER	46146
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#### 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 Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. 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 chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### **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

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

#### B. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### C. Inducements

1. The Illinois Procurement Code provides:

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

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

#### D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, 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.

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

#### E. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### F. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### **G.** Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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 Illinois Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, 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 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer 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.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, 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.

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

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

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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 500/50-12 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 Procurement 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 chief procurement officer may declare the contract void if this certification is false.

#### F. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

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

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

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

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

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

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

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

#### H. International Anti-Boycott

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

#### I. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

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

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

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

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

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

Check the appropriate statement:			
// Company has no business operations in Iran to disclose.			
// Company has business operations in Iran as disclosed the attached document.			

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

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


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

#### TO BE RETURNED WITH BID

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

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

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

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

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

#### M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement 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 chief procurement officer 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 Procurement 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.
C	)r	
		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:

#### **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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer 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 Illinois Procurement 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 Procurement 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid.** 

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

than one question.)

#### 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on 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

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.

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

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 Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, 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 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)

NAME:	
ADDRE	ESS
Type of	ownership/distributable income share:
stock	sole proprietorship Partnership other: (explain on separate sheet):
% or \$ v	alue of ownership/distributable income share:
	of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following ct of interest relationships apply. If the answer to any question is "Yes", please attach additional page:
(a) State 6	employment, currently or in the previous 3 years, including contractual employment of services.  YesNo
If your	answer is yes, please answer each of the following questions.
1.	. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority?  YesNo
2.	Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

3	s. If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you (i) more than 7 1/2% of the total distributable income of your fit corporation, or (ii) an amount in excess of 100% of the annual salary	entitled to receive rm, partnership, association or
4	If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you or minor children entitled to receive (i) more than 15 % in the age income of your firm, partnership, association or corporation, or (ii) the salary of the Governor?	and your spouse ggregate of the total distributable
	loyment of spouse, father, mother, son, or daughter, including cont vious 2 years.	
If your ans	swer is yes, please answer each of the following questions.	YesNo
1	. Is your spouse or any minor children currently an officer or employ Board or the Illinois State Toll Highway Authority?	yee of the Capitol Development YesNo
	Is your spouse or any minor children currently appointed to or empty of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary excennual 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 salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed annual salary of the salary of	appointed to or employed by any eeds 60% of the l/or minor children, the name
	s. If your spouse or any minor children is/are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the anr as of 7/1/07) are you entitled to receive (i) more than 71/2% of the firm, partnership, association or corporation, or (ii) an amount innual salary of the Governor?	nual salary of the Governor, total distributable income of your
4	. If your spouse or any minor children are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or minor children entitled to receive (i) more that aggregate of the total distributable income of your firm, partnersh (ii) an amount in excess of 2 times the salary of the Governor?	ual salary of the Governor, are you nan 15 % in the
		YesNo
unit o	ve status; the holding of elective office of the State of Illinois, the gor f local government authorized by the Constitution of the State of Illings currently or in the previous 3 years.	
	ionship to anyone holding elective office currently or in the previous or daughter.	2 years; spouse, father, mother, YesNo
Amer of the	intive office; the holding of any appointive government office of the Sica, or any unit of local government authorized by the Constitution of State of Illinois, which office entitles the holder to compensation in scharge of that office currently or in the previous 3 years.	f the State of Illinois or the statute
	onship to anyone holding appointive office currently or in the previour daughter.	us 2 years; spouse, father, mother, YesNo
(g) Empl	oyment, currently or in the previous 3 years, as or by any registered	lobbyist of the State government. YesNo

#### **RETURN WITH BID/OFFER**

(h)	son, or daughter.	YesNo
(i)	Compensated employment, currently or in the previo committee registered with the Secretary of State or a action committee registered with either the Secretary	any county clerk of the State of Illinois, or any political
(j)		or daughter; who was a compensated employee in the committee registered with the Secretary of State or any cion committee registered with either the Secretary of YesNo
2.	Communication Disclosure.	
Se en su	bisclose the name and address of each lobbyist and other dection 2 of this form, who is has communicated, is communicated, is communicated in the bid or offer. This disclosure is upplemented for accuracy throughout the process and the line below:	municating, or may communicate with any State officer or a continuing obligation and must be promptly
	Name and address of person(s):	

findings; and criminal felony supplemented for accuracy identified, enter "None" on the	convictions. This disclosure is a continuing obligation and throughout the procurement process and term of the contra he line below:	must be promptly act. If no person is
Name of person(s):		
Nature of disclosure	o:	
This Disalesses Faus A is	APPLICABLE STATEMENT	dana nana Hudan
	submitted on behalf of the INDIVIDUAL named on prevented the contents of this disclosure to be true and accurate	
Completed by:		
	Signature of Individual or Authorized Representative	Date
	NOT APPLICABLE STATEMENT	
	have determined that no individuals associated with to uire the completion of this Form A.	his organization meet
This Disclosure Form A is	submitted on behalf of the CONTRACTOR listed on the	e previous page.
	Signature of Authorized Representative	Date

**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

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

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name				
Legal Address				
City, State, Zip				
Telephone Number		Email Address	Fax Number	(if available)
	on shall become pa	art of the publicly availabl		Illinois Procurement Act (30 prm B must be completed for
DISCLOSU	RE OF OTHER CO	NTRACTS AND PROCU	JREMENT RELATED	<u>INFORMATION</u>
pending contracts (including lillinois agency: Ye	ding leases), bids, p s No		ng procurement relatio	dentify whether it has any nship with any other State of this page.
	uch as bid or proje	relationship by showing a ct number (attach addition		
	THE FOLL	OWING STATEMENT MU	JST BE CHECKED	
		Signature of Authorized Repr	esentative	Date

#### **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. 46146
Various Counties
Section D1 GRVD INT PVMNT MRK 11-23
Various Routes
District 1 Construction Funds

BC 1256 (Rev. 12/11/07)

PART I. IDENTIFIC	ATION																	
Dept. Human Right	s #						_ Dur	ation o	f Proje	ect:								
Name of Bidder: _																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	l bidder h ork is to b	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions froi	m whic	h the b	idder re	cruits	employe	ees, and he	ereby	subm /	its the foll	owir con	ng workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ct						C	URRENT TO BE		IPLOYEE	S
				MINO	ORITY	EMPLO	YEES			TRA	AINEES						RACT	
JOB CATEGORIES	EMPL	OTAL OYEES	BL/	ACK F	HISP		*OTI		APPI TIC	REN-	ON T	HE JOB INEES		EMPL	OTAL OYEES			OYEES
OFFICIALS (MANAGERS)	М	F	IVI	Г	M	Г	М	Г	M	Г	M	F		M	F		M	F
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C aining Pro	niectio	n for C	ontract				7			FOR	DEP	ARTM	IENT US	SE C	DNLY	
EMPLOYEES IN	TC	TAL OYEES		ACK		PANIC	_	THER NOR.										
TRAINING	М	F	М	F	М	F	М	F	-									
APPRENTICES							<u> </u>		1									
ON THE JOB TRAINEES																		

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. 46146
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#### PART II. WORKFORCE PROJECTION - continued

B.		led in "Total Employees" under Table A is the tot the undersigned bidder is awarded this contract		ould be employed in the
	The u	ndersigned bidder projects that: (number)		new hires would be
	recrui	ndersigned bidder projects that: (number)ted from the area in which the contract project is		
	-4:	new hires wou	ıld be recruited from the area in	which the bidder's principal
	onice	or base of operation is located.		
C.		led in "Total Employees" under Table A is a projo signed bidder as well as a projection of numbers		
	The u	ndersigned bidder estimates that (number)		persons will
		ectly employed by the prime contractor and that	(number)	persons will be
	emplo	byed by subcontractors.		
PART	III. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geard utiliza	indersigned bidder understands and agrees that tion projection included under <b>PART II</b> is determined to be category, and in the event that the undersignencement of work, develop and submit a writtened to the completion stages of the contract) when tion are corrected. Such Affirmative Action Planepartment of Human Rights.	nined to be an underutilization of ned bidder is awarded this cont a Affirmative Action Plan includir reby deficiencies in minority and	f minority persons or women ract, he/she will, prior to ng a specific timetable d/or female employee
В.	subm	ndersigned bidder understands and agrees that itted herein, and the goals and timetable include part of the contract specifications.		
Comp	any		Telephone Number	
Addre			-	
riadic			-	
		NOTICE REGAR	RDING SIGNATURE	
		Ider's signature on the Proposal Signature Sheet will o be completed if revisions are required.	constitute the signing of this form.	The following signature block
	Signatu	re: 🗆	Title:	Date:
Instruct	tions:	All tables must include subcontractor personnel in addition	to prime contractor personnel.	
Table A	٨ -	Include both the number of employees that would be hir (Table B) that will be allocated to contract work, and inclu should include all employees including all minorities, appre	de all apprentices and on-the-job traine	ees. The "Total Employees" column
Table E	3 -	Include all employees currently employed that will be alloc currently employed.	ated to the contract work including any	apprentices and on-the-job trainees
Table 0	C -	Indicate the racial breakdown of the total apprentices and	on-the-job trainees shown in Table A.	
				DO 1000 (D 10/11/00)

Contract No. 46146
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#### 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)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
_		
	Corporate Name	
	Бу	Signature of Authorized Representative
(IF A CORPORATION)		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE, USE THIS SECTION	Attest	Signature
FOR THE MANAGING PARTY AND THE		·
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	-,	Signature of Authorized Representative
		T. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
(IF A JOINT VENTURE)		Typed or printed name and title of Authorized Representative
	Attest	Signature
	Business Address	
If more than two parties are in the joint ventur.	e, please attach an ac	ditional signature sheet

#### **Return with Bid**



Electronic Bid Bond ID#

### Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.	
	Letting Date	
NOW ALL MEN BY THESE PRESENTS, That We		
s PRINCIPAL, and		
	us su	RETY, are
n Article 102.09 of the "Standard Specifications for F	E OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount and and Bridge Construction" in effect on the date of invitation for bids, whichever is ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administration of the payment of which we bind ourselves.	nt specified s the lesser
	ATION IS SUCH, that whereas, the PRINCIPAL has submitted a bid proposal to the fransportation, for the improvement designated by the Transportation Bulletin Item.	
and as specified in the bidding and contract documenter award by the Department, the PRINCIPAL shall be be be solved insurance of the required insurance cover the performance of such contract and for the prompt pay of the PRINCIPAL to make the required DBE submisted performant the difference not to exceed the penalty	ccept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time term term to the submit a DBE Utilization Plan that is accepted and approved by the Departm I enter into a contract in accordance with the terms of the bidding and contract tiges and providing such bond as specified with good and sufficient surety for ment of labor and material furnished in the prosecution thereof; or if, in the event of sion or to enter into such contract and to give the specified bond, the PRINCIPAL ereof between the amount specified in the bid proposal and such larger amount for the work covered by said bid proposal, then this obligation shall be null and void,	nent; and if, documents the faithful f the failure pays to the railure which the
aragraph, then Surety shall pay the penal sum to the ayment within such period of time, the Department expenses, including attorney's fees, incurred in any l	PRINCIPAL has failed to comply with any requirement as set forth in the preceding Department within fifteen (15) days of written demand therefor. If Surety does not may bring an action to collect the amount owed. Surety is liable to the Departme gation in which it prevails either in whole or in part.  AL and the said SURETY have caused this instrument to be signed by	ot make ful
neir respective officers this day	f A.D.,	
PRINCIPAL	SURETY	
(Company Name)	(Company Name)	
y	Ву:	
(Signature & Title)	(Signature of Attorney-in-Fact)	
	otary Certification for Principal and Surety	
STATE OF ILLINOIS,		
County of	<u> </u>	
	, a Notary Public in and for said County, do hereby certify th	at
	and	
(Insert names of	individuals signing on behalf of PRINCIPAL & SURETY)	
	e persons whose names are subscribed to the foregoing instrument on behalf of F a and acknowledged respectively, that they signed and delivered said instrument a et forth.	
Given under my hand and notarial seal this	day of A.D	
My commission expires		
	Notary Public	
narking the check box next to the Signature and Titl	sal Bid Form, the Principal may file an Electronic Bid Bond. By signing the pr line below, the Principal is ensuring the identified electronic bid bond has been ex te of Illinois under the conditions of the bid bond as shown above.	

Company / Bidder Name

Signature and 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	te the following information concerning the project and bid:			
Route		Total Bid		
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting I	Date			
Contrac	et No.			
Letting I	Item No.			
(4) Ass	surance			
	my capacity as an officer of the undersigned bidder (or bidder my company: (check one)  Meets or exceeds contract award goals and has provided document of the contract award goals and has provided document of the signed participation that the signed participation statements, forms SBE 2 use of each business participating in this plan and assuring that work of the contract.  Failed to meet contract award goals and has included good fait provided participation as follows:  Disadvantaged Business Participation percent  The contract goals should be accordingly modified or waived. It is support of this request including good faith effort. Also attached required by the Special Provision evidencing availability and us business will perform a commercially useful function in the world-	umented participation as for 2025, required by the Specities teach business will perform the effort documentation to reached is all information documentation are the signed participation of the contract.	ial Provision evident a commercially meet the goals and required by the Spion statements, for pating in this plan a	ncing availability and useful function in the I that my company has ecial Provision in the I sale and assuring that each
By	Company	The "as read" Low Bidder is re		•
•		Submit only one utilization plat submitted in accordance with t		utilization plan shall be
Title		Bureau of Small Business Ente		cal Let Projects

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.

Springfield, Illinois 62764

Local Agency

(V)	Illinois Department of Transportation	D	BE Participatio	n Statement
Subcontract	or Registration	_ L	etting	
Participation	n Statement	It	em No.	
(1) Instructi	ons	C	ontract	
be submitte	d in accordance with the special provision and will be	attached to the Ut		
(2) Work				
Pay Item No.	Description	Quantity	Unit Price	Total
			Total	
· •		y describe the wo	rk and subcontrac	et dollar
has agreed execute a constatement method that complete	gned certify that the information included herein is tru to perform a commercially useful function in the work ontract with the prime contractor. The undersigned function hay be made without prior approval from the Department te and accurate information regarding actual work per wided to the Department.	of the contract ite rther understand tent's Bureau of Sr formed on this pro	m(s) listed above that no changes to nall Business Entopject and the payn	and to this erprises and
	Signature for Prime Contractor	Sig	nature for DBE Firm	
Title	m must be completed for each disadvantaged business participating in the Utilization Plan. This form shall nitted in accordance with the special provision and will be attached to the Utilization Plan form. If all space is needed complete an additional form for the firm.  Total  Description  Quantity  Unit Price  Total  Total  Total  Total  Total  Total  Description approach the above items which are partial pay items, specifically describe the work and subcontract dollar:  and the above items which are partial pay items, specifically describe the work and subcontract dollar:  Inmittment dersigned certify that the information included herein is true and correct, and that the DBE firm listed below eed to perform a commercially useful function in the work of the contract item(s) listed above and to a contract with the prime contractor. The understand that no changes to this ent may be made without prior approval from the Department's Bureau of Small Business Enterprises and implete and accurate information regarding actual work performed on this project and the payment therefore a provided to the Department.  Signature for Prime Contractor  Signature for Prime Contractor  Signature for DBE Firm  Title  Date  Contact			
ъ .	_			
Contact	Co			
Phone	PI	none		
Firm Name		rm Name		
		ddress		
City/State/Zip City/State/Zi				

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.

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. 46146
Various Counties
Section D1 GRVD INT PVMNT MRK 11-23
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#### SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement 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 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 Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

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 chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, 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 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer 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.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, 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.

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

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

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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 500/50-12 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 Procurement 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 chief procurement officer may declare the contract void if this certification is false.

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

Name of Subcontracting Company	
Authorized Officer	Date

#### 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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

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

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies.

#### C. Disclosure Form Instructions

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

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a 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.)
-c"	answer to any of those 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 <u>NOT APPLICABLE</u> <u>STATEMENT</u> on Form A <u>does not</u> 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		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). 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 \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, 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 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)

FOR IN	NDIVIDUAL	(type or print information)		
N	NAME:			
	;			
L	ADDRESS			
,	ADDITEOU .			
ĺ				
-		rabin/diatributable income above.		
	ype or owne	rship/distributable income share:		
9	stock	sole proprietorship	Partnership	other: (explain on separate sheet):
_		<u> </u>	rannordinp	other: (explain on separate sheet).
9	% or \$ value of	f ownership/distributable income share:		
2. Disc	closure of P	Potential Conflicts of Interest. Che	ck "Yes" or "N	o" to indicate which, if any, of the following

- 2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
- (a) State employment, currently or in the previous 3 years, including contractual employment of services.

  Yes \_\_\_\_No \_\_\_

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State
   Toll Highway Authority?
   Yes \_\_\_\_No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

-c-

salary exceeds 60% of the annual salary of the Governor, are you end (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	, 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 a or minor children entitled to receive (i) more than 15 % in the aggincome of your firm, partnership, association or corporation, or (ii) a the salary of the Governor?	nd your spouse regate of the total distributable
(b) State employment of spouse, father, mother, son, or daughter, including continuous 2 years.	• •
If your answer is yes, please answer each of the following questions.	YesNo
1. Is your spouse or any minor children currently an officer or employed Board or the Illinois Toll Highway Authority?	e 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 ap 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 minor children is/her 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 minor children currently appointed to or employed agency.	pointed to or employed by any ds 60% of the d/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 tirm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	al salary of the Governor, otal distributable income of your
4. If your spouse or any minor children are currently appointed to or e 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) raggregate of the total distributable income of your firm, partnership (ii) an amount in excess of two times the annual salary of the Govern	Il salary of the Governor, more than 15 % in the , association or corporation, or
(c) Elective status; the holding of elective office of the State of Illinois, the gove unit of local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	rnment of the United States, any
(d) Relationship to anyone holding elective office currently or in the previous 2 son, or daughter.	years; spouse, father, mother, YesNo
(e) Appointive office; the holding of any appointive government office of the State America, or any unit of local government authorized by the Constitution of to of the State of Illinois, which office entitles the holder to compensation in extended the discharge of that office currently or in the previous 3 years.	he State of Illinois or the statutes
(f) Relationship to anyone holding appointive office currently or in the previous son, or daughter.	2 years; spouse, father, mother, YesNo
(g) Employment, currently or in the previous 3 years, as or by any registered lo	bbyist 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.
Se en su	close the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in ction 2 of this form, who is has communicated, is communicating, or may communicate with any State officer of ployee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly oplemented for accuracy throughout the process and throughout the term of the contract. If no person is ntified, 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 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 & Procurement Related Information Disclosure

Subcontractor Name				
Legal Address				
City, State, Zip				
Telephone Number	Email Address	Fax Number (if available)		
Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.				
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PRO	OCUREMENT RELATED INFORMATION		
1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency:  Yes No  If "No" is checked, the subcontractor only needs to complete the signature box on the bottom of this page.				
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:				
THE FOLLO	WING STATEMENT MUST BE CH	ECKED		
	Signature of Authorized Officer	Date		

## Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., September 17, 2010. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 46146
Various Counties
Section D1 GRVD INT PVMNT MRK 11-23
Various Routes
District 1 Construction Funds

Removal and replacement of various types, sizes and widths of pavement marking lines with grooved pavement marking at locations as specified on individual work orders.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
  - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Gary Hannig, Secretary

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2010

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

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

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#### STATE OF ILLINOIS

#### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of Various Routes, Section D 1 GRVD INT PVMNT MRK 11-23, in Various Counties, Contract No. 46146 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 IMPROVEMENT

The work to be done under this contract will be performed on various interstate highways throughout District 1 and as directed by the Engineer.

#### **DURATION OF CONTRACT**

The contract shall become effective **APRIL 1**, **2011** or following the execution and acceptance of the contract, whichever is later, and will continue in effect until **DECEMBER 31**, **2011**.

#### **DESCRIPTION OF IMPROVEMENTS**

The work to be accomplished under this contract shall consist of repairing various widths of thermoplastic, preformed plastic, polyurea, and hot spray thermoplastic pavement marking lines, letters and symbols, the removal of existing pavement markings, and the installation of grooved pavement markings within the limits specified on each individual work order.

#### TRAFFIC CONTROL PLAN

Effective: September 30, 1985 Revised: July 1, 1994

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

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highway Standards, Details Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contract the District One Bureau of Traffic at least **96 hours** in advance of beginning work.

Standards:

701311, 701400, 701406, 701411, 701426, 701456, 701501 701601, 7016016, 701701, 701901

Special Provisions - Traffic Control and Protection
- Keeping the Expressway Open to Traffic

Additional traffic control and hour restrictions for closures may have to be imposed to facilitate the flow of traffic on certain sections of highways.

#### **KEEPING THE EXPRESSWAY OPEN TO TRAFFIC**

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required. The traffic control shall be in accordance with these Special Provisions, the Standard Specifications, the State Standards, and the District Freeway Lane Closure Standards and details. All Contractor's personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847)-705-4155 or 4151) twenty-four (24) hours in advance of all daily partial ramp and shoulder closures. And seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One.

Shoulder closures or partial ramp closures will <u>not</u> be permitted on weekdays (Monday through Friday) from 5:00 a.m. to 9:00 a.m. or from 3:00 p.m. to 7:00 p. m. Since this is a "various locations" project, lane closures have not been approved for this project, and are normally <u>not</u> permitted during the day. The Contractor must notify the Expressway Traffic Operations Engineer a minimum of 10 working days prior to the beginning of the work on the Expressway, so exact lane closures and the traffic control needed, can be determined.

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

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

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

#### TRAFFIC CONTROL AND PROTECTION

Effective: September 30, 1985 Revised: January 13, 1995

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic control and protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic control devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

The Contractor is required to conduct routine inspections of the work-site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn, or damaged to the extent that it no longer conforms to the shape, dimensions, color, and operational requirements of the MUTCD, the Traffic Control Standards, or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Sundays and holidays.

<u>Signs:</u> All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 702001 for all projects that exceed four days.

Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log.

Throughout the duration of this project, all, existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which

has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third party damage to large freeway guide signs."

"Fresh Oil" signs (W21-2) shall be used when prime is applied to pavement that is open to traffic. The signs are to remain until tracking of the prime ceases. The sign shall be erected a minimum of 150 m (500 feet) preceding the start of the prime and on all side roads within the posted area. The "Fresh Oil" sign on the side road shall be posted a minimum of 60 m (200 feet) from the mainline pavement.

"Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 150 m (500 feet) preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 60 m (200 feet) from the mainline pavement. All signs shall have a 450 mm x 450 mm (18" x 18") orange flag and an amber flashing light attached.

Whenever a lane is closed to traffic using Standard 701601, 701606, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of "Workers" sign (W21-1 or W21-1a).

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 4.5 m (15 feet) of the traveled way and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W21-1a).

<u>Barricades:</u> Any drop off greater than 75 mm (three inches), but less than 150 mm (six inches) within 2.5 m (eight feet) of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 30 m (100-foot) center-to-center spacing. If the drop off within 2.5 m (eight feet) of the pavement edge exceeds 150 mm (six inches), the barricades mentioned above shall be placed at 15 m (50-foot) center-to-center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type I and II barricades and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas, perpendicular to traffic, every 300 m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type I or II and equipped with a flashing light.

<u>Arrow Boards:</u> A flashing arrow board shall be operating at all times when a lane is closed to traffic on a multilane highway. Arrow boards shall be provided and located in a head-on position within each lane closure taper.

On expressway construction projects where the lane closures are in effect longer than 8 hours, the advance arrow board is required. This arrow board shall be placed at the location shown on the District Lane Closure Standard or as directed by the Engineer.

<u>Temporary Concrete Barrier Vertical Panels and Lights:</u> Whenever temporary concrete barrier wall is specified in the plans, vertical panels and steady burning lights, meeting the requirements of Articles 702.03 and 702.04 of the Standard Specifications, and Standard 702001, shall be installed on the barrier wall at 15 m (50-foot) centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer.

Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

<u>Pedestrian Sidewalk Control:</u> The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard 701801.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

<u>Public Convenience and Safety:</u> The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

The Contractor shall maintain one lane of traffic at all times on two lane roads and one lane in each direction on four or more lane roads, during the construction of this project. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconveniences to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be considered incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-working hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public.

Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closure or restrictions shall be permitted except, those covered by the Standard Designs, without written approval by the Engineer.

<u>Method of Measurement:</u> This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans and these Special Provisions.

<u>Basis of Payment:</u> This work will be paid for at the contract lump sum price, for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full, for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications. The salvage value of the materials removed shall be reflected in the bid price for this item.

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.

<u>Payment Adjustments:</u> The Engineer may require additional traffic control to be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. The Contractor shall submit any revisions or modifications to the traffic control shown in the contract to the Engineer for approval. No additional payment will be made for a Contractor requested modification.

In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (I0%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

Adjusted contract price = .25P + .75P [1 + (X-0.1)]

Where "X" =

Where "P" is the contract price for Traffic Control and Protection.

Difference between original and final sum total value of all the work items for which traffic control and protection is required.

Original sum total value of all work items for which traffic control and protection is required.

The value of the work items used in calculating the increase or decrease will include only the items which have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

In the event the Department cancels or alters any portion of the contract, which results in elimination or non-completion of any portion of the work, payment for partially completed work will be made in accordance with Article 109.06 of the Standard Specification

#### **WORK ORDERS**

No work of any kind is to be performed by the Contractor, unless a work order authorizing the work, has been issued by the Engineer. A work order will show the date of issue, job number, location, code number(s), pay item(s), and quantity of such pay item. Only the amount of replacement or repairs shown on the work order is to be done by the Contractor. If at the time, work is being done, it appears that additional work is needed, a revised work order must be obtained. The Contractor shall notify the Engineer at least **72 hours** before beginning any work in the field and shall obtain permission to begin such work.

Each work order may involve several locations within the district.

The Contractor shall complete all work on a work order within **45 days** after the date of issue of the work order, excluding Saturdays, Sundays and holidays, unless otherwise extended in the work order or agreed to in writing between the Contractor and the Engineer.

#### FAILURE TO COMPLETE A WORK ORDER ON TIME

Should the Contractor fail to complete a work order on time, or such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department, not as a penalty, but as liquidated damages in the amount of **\$75.00** per calendar day of overrun per work order, rather than the amount indicated in Article 108.09, of the "Standard Specifications for Road and Bridge Construction".

A calendar day shall be defined as any day on the calendar. No calendar day will be counted under the following conditions:

- (a) When adverse weather at the field work site prevents work on the controlling item of a work order.
- (b) When job conditions at the field work site due to recent weather conditions prevent work on the controlling item of a work order.
- (c) When work on the controlling item has been suspended by an act or omission by the Department or Engineer.

Should the Contractor fail to complete all work orders issued on or before **DECEMBER 31**, **2011**, he shall be suspended from the list of approved epoxy and thermoplastic contractors (maintained by the Engineer of Operations) for a period of four months.

#### **QUANTITIES**

The quantities specified in this contract indicate the estimated amount of work required for the duration of this contract. This is merely an estimate to allow Contractors to establish unit prices and permit the Department to determine the low bidder.

It shall be understood that the unit prices of this contract shall prevail throughout the period of this contract regardless of the quantity.

#### **FINAL CLEAN UP**

The Contractor shall be responsible for cleaning up the debris generated from the removal of existing pavement markings, to the satisfaction of the Engineer, before placing the new markings. This work may be completed by a vacuum system. The Contractor shall dispose of the collected debris outside of the State right-of-way. Each time the Contractor accomplishes work at any location, he will be required to clean up the work area before payment for that work will be made. All costs due to compliance with this Special Provision will be incidental to the contract and no additional compensation will be allowed.

#### FINAL INSPECTION AND PAYMENT

No payment will be made for a work order, until it is inspected and approved in writing by the Engineer.

#### 45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING

Effective February 28, 1994

Revised July 1, 1999

This work shall consist of furnishing and applying spray thermoplastic pavement marking lines, sizes and colors as shown on the plans. The material shall be a mixture of resins and other materials providing an essentially nonvolatile thermoplastic compound especially developed for traffic markings. Spray thermoplastic pavement markings shall be applied only by contractors on the list of Approved Spray Thermoplastic Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

#### Ingredient Materials:

- (a) Binder. The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature. The total binder content of the thermoplastic compound shall be well distributed throughout the compound. The binder shall be free from all foreign objects or ingredients that would cause bleeding, staining or discoloration. The binder shall be 25 percent minimum by weight of the thermoplastic compound. The binder shall be characterized by an "IR Spectra". Future shipments of binder will be checked by an "IR Spectra" to verify that the binder has not been changed.
- (b) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO<sub>2</sub>). The white pigment content shall not be less than 10 percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall be heat resistant, and color-fast yellows, golds and oranges, which shall produce a compound meeting the requirements of the current Federal Highway Color Tolerance Chart, PR Color No. 1. The medium chrome yellow pigment content shall be not less than 4 percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

- (c) Filler: The filler to be incorporated with the resins as a binder shall be a white calcium carbonate, silica, or an approved substitute. Any filler, which is insoluble in 6N hydrochloric acid, shall be of such particle size as to pass a 150 um (No. 100) sieve.
- (d) Glass Beads.
  - (1) Scope:

This specification covers glass beads to be used for reflectorizing pavement marking lines.

Type A – uncoated

Type B - moisture resistant, silicone coated

Type A shall be used as intermix beads with thermoplastic pavement marking materials. They shall be uniformly mixed throughout the material at the rate of not less than 25 percent by weight (retained on the 150 um (No. 100) sieve) of thermoplastic compound. Type B shall be used as drop-on beads with thermoplastic pavement marking materials and shall be applied uniformly at a minimum rate of 2.9 kilograms per 10 square meters (6 pounds per 100 square feet).

#### (2) Properties:

The glass beads furnished under this specification shall consist essentially of transparent, water-white glass particles of a spherical shape. They shall be manufactured from a glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering. The glass beads shall conform to the following requirements:

(a) <u>Sieve Analysis</u>. The glass beads shall meet the following sieve requirements:

#### Total Percent (By Weight)

Sieve Size	<u>Passing</u>
850 um (No. 20)	100
600 um (No. 30)	75-100
300 um (No. 50)	15-40
150 um (No.100)	0-5
75 um (No.200)	0-1

- (b) <u>Imperfections</u>. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain not more than 20 percent by weight of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
- (c) Index of Refraction. The index of refraction of the glass beads shall be not less than 1.50 when tested by the immersion method at 25° C (77° F).
- (d) <u>Silica Content.</u> The glass beads shall contain not less than 65 percent silica (SiO<sub>2</sub>).

(e) <u>Chemical Stability.</u> Glass beads which a show tendency toward decomposition, including surface etching, when exposed to paint or thermoplastic constituents will be rejected. The glass beads shall be tested by Federal Specification TT-B-1325B, Section 4.3.9 (water resistance) and evaluated for compliance with Section 3.2.9, with the following exceptions:

The size of the sample to be tested shall be 25 grams and the reflux time shall be 5 hours.

(f) <u>Flowing Properties.</u> The glass beads shall flow uniformly through dispensing equipment in atmospheric humidity up to 94%.

Intermix beads shall pass the following test: One hundred grams of glass beads, spread evenly and thinly in a suitable container, shall be conditioned at 25° C (77° F) for 4 hours over a solution of sulfuric acid (Sp. Gr. 1.10) in a closed desicator. After 4 hours, the glass beads shall flow readily through a clean glass analytical funnel, 60°, 75mm. diameter and 105mm. stem. Inside diameter of the stem shall be a nominal 6.35mm. (1/4 inch).

The drop-on beads shall have a silicone, moisture resistant coating and pass the following test: One hundred grams of beads are placed in a 600 ml beaker and an equivalent volume of distilled water shall be added to the beaker. The beaker will then stand for 5 minutes, at the end of which time the water shall be carefully poured off and the beads transferred to a clean dry beaker and allowed to stand for 5 minutes. The beads will then be poured slowly into a standard glass funnel (Corning 6120), 127mm. diameter, 102mm. stem length and 11 mm. stem inside diameter.

The beads shall flow through the funnel stem without stoppage. Slight initial agitation to start the flow through the funnel at the beginning of the test is permissible.

(g) Packaging. The Type B glass beads shall be delivered in approved moisture proof bags consisting of a least five-ply paper construction unless otherwise specified. Each bag shall contain 22.7 kg (50 pounds) net, and shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged.

#### Thermoplastic Compound:

- (a) Characteristic Requirements:
  - (1) In the plastic state, the material shall not give off fumes that are toxic or otherwise injurious to persons or property. The manufacturer shall provide material safety data sheets for the product.
  - (2) The temperature versus viscosity characteristic of the plastic material shall remain constant and the material shall not deteriorate in any manner during reheating processes.

(3) There shall be no obvious change in color of the material as a result of repeated heating or from batch to batch. The maximum elapsed time after application after which normal traffic will leave no impression or imprint on the new stripe shall be 30 seconds when the air and road surface temperature is approximately 21° ± 2°C (70° ± 3°F). After application and proper drying, the material shall show no appreciable deformation or discoloration, shall remain free from tack, and shall not lift from the pavement under normal traffic conditions within a road temperature range of -28.9° to 65.6°C (-20° to I50°F). The stripe shall maintain its original dimensions and placement.

Cold ductility of the material shall be such as to permit normal dimensional distortion as a result of traffic impact within the temperature range specified.

- (4) The material shall provide a stripe that has a uniform thickness throughout its cross section and has the density and character to provide a sharp edge of the line.
- (5) The thermoplastic compound after heating for 4 hours ± 5 min at 190.6° ± 2° C (375° ± 3° F) and cooled at 25° C (77° F) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45° circumferential / 0° geometry, illuminant C, and 2° observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of I0 nm.

White: Daylight Reflectance, 75 percent minimum

\*Yellow: Daylight Reflectance, 45 percent Minimum

\*Shall match Federal Highway Color Tolerance Chart, PR Color No. 1.

- (6) Specific Gravity the specific gravity of the thermoplastic material shall not exceed 2.15.
- (7) Softening Point After heating the thermoplastic material for 4 hours  $\pm$  5 min. at 190.6°  $\pm$  2° C (375°  $\pm$  3° F) and testing in accordance with ASTM E28, the material shall have a minimum softening point of 82.2°C (I80° F) as measured by the ring and ball method.
- (8) Tensile Bond Strength After heating the thermoplastic material for 4 hours ± 5 min. at 190.6° C (375° F), the tensile bond strength to unprimed, sandblasted portland cement concrete block, 1.587mm. (0.0625-inch) thick film drawn-down 190.6° C (375° F), tested at 23.9° ± 1° C (75 ± 2° F) shall exceed 1.24 Mpa (I80 psi) when tested in accordance with ASTM D4796-88.
- (9) Impact Resistance After heating the thermoplastic material for 4 hours ± 5 min at I90.6° ± 2° C (375° ± 3° F) the impact resistance shall be a minimum of 0.576 kilogram meters (50 inch pounds) with no cracks or bond loss when 1.587mm. (0.0625 inch) thick film drawdown is made at 190.6°C (375°F) on an unprimed sandblasted Portland cement concrete block, male indentor 15.875 mm.(5/8 inch), no female Die, tested at 23.9° ± 1° C (75° ± 2° F) when tested in accordance with ASTM D2794 minimum.

(10) Yellowness Index - The white thermoplastic material shall not exceed a yellowness index of 12 when tested in accordance with ASTM D1925.

#### (b) Identification

Each package of material shall be stenciled with the manufacturer's name, the type of material and IDOT specification number, the month and year the material was packaged and lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential with Lot 1. The letters and numbers used in the stencils shall be a minimum of 12.7 mm (1/2 inch) in height.

#### (c) Packaging

The thermoplastic material shall be packaged in suitable containers that will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately22.7 kg (50 lbs). Each container shall designate the color, binder (alkyd or hydrocarbon), spray and user information. The label shall warn the user that the material shall be heated in the range of  $177^{\circ}$  -  $204^{\circ}$  C ( $350^{\circ}$  -  $400^{\circ}$  F).

#### (d) Storage Life

The material shall meet the requirements of this specification for a period of one year. The thermoplastic must also melt uniformly with no evidence of skins or unmelted particles for this one-year period. The manufacturer shall replace any material that does not meet the above requirements.

#### Sampling and Testing:

- (a) Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing and Materials, and revisions thereof, in effect on the date of invitation for bids, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway Transportation Officials, or the Federal Government, or of other recognized standardizing agencies shall be used.
- (b) The right is reserved to inspect the material either at the place of manufacture or at the destination or at both places. If inspected at the place of manufacture, the manufacturer shall furnish such facilities as may be required for collecting and forwarding samples, and shall also furnish facilities for testing the material during the process of manufacture, if required. Tests will be made by and at the expense of the Department. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and Physical Research. All material samples shall be submitted to the Engineer of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations. Random check samples may be taken at the job site at the discretion of the Engineer.
- (c) The Engineer will test and approve the basic ingredients.

- (d) The sample(s) shall be labeled with the lot number, date, quantity and any other pertinent information. Samples shall be submitted in the following manner:
  - (1) Ingredient Materials:
    - (a) Glass beads: At least three randomly selected bags or containers shall be obtained from each lot or shipment of glass beads. The content of each bag or container shall be passed through a large Riffle Sampler, thus splitting the material down until a representative 1-liter (1-quart) sample is obtained. The sample from each container shall be submitted for testing.

(b) Binder: 0.5 liter (One pint).

(c) Pigments: 0.5 liter (One pint).

(d) Filler: 0.5 liter (One pint).

(2) Thermoplastic:

At least three randomly selected containers shall be obtained from each lot. A 4.5 kg (I0-pound) composite sample of the three containers shall be submitted for testing and acceptance. The lot size shall be approximately 20,000 kg (44,000 pounds) unless the total order is less than this amount.

#### Manufacturer's Responsibility:

- (a) The manufacturer shall perform tests on a minimum of one sample per 4,500 kg (10,000) pounds of thermoplastic produced. Minimum tests required shall be a softening point determination and color. Manufacturer's test results shall be submitted along with the thermoplastic sample to the Bureau of Materials and Physical Research.
- (b) The manufacturer shall retain the test sample for a minimum period of 18 months.
- (c) The manufacturer shall furnish the Bureau of Materials and Physical Research with copies of bills of lading for all material inspected. Bills of lading shall indicate the consignee and destination, date of shipment, lot numbers, quantity, type of material, name and location of source.

#### Material Acceptance:

Final acceptance of a particular lot of thermoplastic will be based on the following:

- (a) Compliance of ingredient materials with the specifications.
- (b) Compliance of thermoplastic material with the specifications.
- (c) Manufacturer's test results for each lot of thermoplastic have been received.
- (d) Identification requirements are satisfactory.

#### Notification:

The Contractor shall notify the Engineer 72 hours prior to the placement of the thermoplastic markings in order that an inspector can be present during the operation. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of thermoplastic and glass beads that he intends to use. The Engineer will ensure that the approved lot numbers appear on the material package. Failure to comply with this provision may be cause for rejection.

#### **Installation Requirements:**

- (a) Before applying thermoplastic, the Contractor shall remove any dirt, glaze, grease, or any other material that would reduce the adhesion of the thermoplastic to the pavement.
- (b) This thermoplastic material shall be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place. The contractor shall remove all existing material that might cause premature failure of the new material.
- (c) The thermoplastic material shall be installed in a molten state by the spray method at a minimum temperature of 177° C (350° F) and a maximum temperature of 204° C (400° F). Scorching or discoloration of material shall be cause for rejection by the Engineer. The machinery shall be constructed so that all mixing and conveying parts, up to and including the spray gun maintain the material in the molten state.
- (d) Thermoplastic pavement marking materials shall not be applied by the spray method when air and pavement surface temperatures are below 10° C (50° F) or when the surface of the pavement contains any evidence of moisture.
- (e) Unless directed by the Engineer, lines shall not be laid directly over a longitudinal crack or joint. The edge of the center line or lane line shall be offset a minimum distance of 50 mm (2 inches) from a longitudinal crack or joint. Edge lines shall be approximately 50 mm (2 inches) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 3 meter (10-foot) line not to exceed 25 mm (1 inch).
- (f) A primer sealer of the type recommended by the manufacturer of the thermoplastic material shall be applied on all Portland concrete pavement surfaces, and if recommended by the manufacturer, on other types of pavement surface, prior to the installation of the thermoplastic material. The primer shall be free of solvent and water prior to the thermoplastic application.
- (g) The thermoplastic material shall be applied at a thickness of not less than 1.143mm. (0.045-inch), but in no case shall it exceed a thickness of 1.27mm. (0.050-inch). Finished lines shall be within a 6.35mm. (1/4-inch) of the width specified in the plans.
- (h) The Contractor shall place the thermoplastic markings with adequate drop on glass in accordance with the above requirements, uniformly applied to assure nighttime reflectivity.

It shall be the Contractor's responsibility to use compatible combination of thermoplastic material and beads to preclude the surface beads from sinking deeply into the thermoplastic.

i) The thickness of the markings will be measured above the pavement surface at such random points as the Engineer selects to determine conformance to these specifications. If the measurements show less than 1.143mm. (0.045 inch), the Engineer will "chip" the edges of the markings at random points and measure the thickness of the chips to determine if the overall thickness of the markings is at least 1.143mm. (0.045 inch). If the overall thickness or the thickness above the pavement surface is substantially in conformance with the thickness requirements, payment will

be made at 100 percent of the contract unit prices involved. When the thickness at a given location is less than 1.143mm. (0.045 inch), additional measurements will be taken on each side of such location at such intervals as the Engineer may select to determine the extent of the deficient portion of the marking. The Contractor shall then apply additional thermoplastic material and beads to bring the thickness of the markings to at least 1.143mm. (0.045 inch).

#### **Equipment Requirements:**

- (a) The application equipment used for placing lane and edge line on freeways shall be permanently mounted on a truck of sufficient size and stability to insure smooth, straight application. The truck shall be equipped to carry a minimum of 1800 kilograms (4,000 pounds) of molten thermoplastic. The equipment shall have the capability of automatically placing intermittent and continuous lines. The equipment shall be so constructed as to provide the various widths of pavement marking lines specified. The mounting shall be such as to allow the spray equipment to accurately follow road irregularities and produce lines of uniform dimensions.
- (b) The equipment used to install hot applied thermoplastic material shall provide continuous uniform heating to temperatures exceeding 204° C (400° F), mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the dispensing device shall prevent accumulation and clogging. All parts of the equipment, which comes in contact with the material, shall be constructed for easy accessibility and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts including the line dispensing device, maintains the material at the plastic temperature. The use of pans, aprons, or similar devices to prevent die overruns will not be permitted.
- (c) Glass beads applied to the surface of the completed marking shall be applied by an automatic bead dispenser attached to the marking machine so that the beads are dispensed closely behind the installed marking. The glass bead dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off of the thermoplastic material.
- (d) A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostat control device and material thermometer for positive temperature control and to prevent overheating or under-heating of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association.

(e) The Contractor shall provide an accurate temperature measuring device which shall be capable of measuring the pavement temperature prior to installation of the thermoplastic and the temperature of the molten thermoplastic material immediately after it is applied.

#### Inspection:

The 45 mil hot spray thermoplastic pavement markings will be inspected following installation, but no later than November 1, and inspected following a winter performance period that extends 180 days from November 1 in accordance with the provisions of Article 780.10 of the Standard Specification.

#### Method of Measurement:

The lines will be measured for payment in feet of thermoplastic pavement marking lines applied and accepted, measured in place. Double yellow lines will be measured as two separate lines.

#### Basis of Payment:

This work will be paid for at the contract unit prices per foot of applied line for HOT SPRAY THERMOPLASTIC PAVEMENT MARKING - LINE 4, 5, 6, 8, 12 or 24 inches measured as specified herein.

#### **GROOVING FOR RECESSED PAVEMENT MARKING**

Effective: July 31, 2009

<u>Description</u>. This work shall consist of the grooving of an existing pavement surface in preparation for the application recessed pavement marking lines.

<u>Equipment</u>. The grooving equipment shall be equipped with a free-floating cutting or grinding head. The grinding or cutting head shall be equipped with diamond saw blades, steel star cutters and/or carbide tipped star cutters. A grinder head configuration may be used on hot-mix asphalt (HMA) surfaces to achieve a rough surface texture in the bottom of the groove. Diamond saw blades shall be used on the cutting head when a smooth surface in the bottom of the groove is required by the Engineer, or contract specifications, or pavement marking material manufacturer's recommendations.

#### CONSTRUCTION REQUIREMENTS

<u>Pavement Grooving Methods</u>. The grooves for recessed pavement markings shall be constructed using the following methods.

a) Wet Saw Blade Operation. When water is required or used to cool the saw blades, such as during a continuous edge line grooving operation, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for 24 hours prior to the application of the pavement markings following a wet saw blade operation. Short term pavement markings shall be installed and will not be paid for as a separate item, but will be considered incidental to Wet Saw Blade Operation.

b) Dry Saw Blade Operation. If the grooving is done with dry saw blades, the groove shall be flushed with high-pressure air to remove debris and dust generated during the cutting operation.

<u>Pavement Grooving</u>. Grooves shall be cut into the pavement prior to the application of the pavement marking. The grooves shall be cut such that the width is 1 in. (25 mm) wider than that of the line to be placed. Grooves for letters and symbols shall be cut in a shape so that the entire marking will fit. The position of the edge of the grooves shall be a minimum of 2 in. (50 mm) from the edge of concrete joints or HMA paving seams along edge or centerlines. The depth of the groove shall not be less than the manufacturer's recommendations for the marking material specified, but shall be installed to a minimum depth of 100 mils (2.54 mm) +/- 10 mils for pavement marking tapes and 40 mils (1.02 mm) +/- 10 mils for liquid markings.

On new HMA surfaces the Engineer shall determine if the new HMA has achieved the necessary strength and hardness to support grooving prior to the start of a grooving operation. Some HMA mixes may require 14 or more days to achieve adequate hardness to support a grooving operation. On existing HMA surfaces some existing HMA pavements may not be strong enough to support a grooving operation. For existing HMA pavements the Engineer shall determine if the existing HMA has the necessary strength and hardness to support grooving prior to the start of a grooving operation.

<u>Cleaning</u>. Immediately prior to the application of the pavement markings the groove shall be cleaned with high-pressure air blast.

<u>Method of Measurement</u>. This work will be measured for payment in place, in linear feet (meter) of the pavement marking lines applied and accepted, for the groove width specified.

Grooving for letters, numbers and symbols will be measured in square feet (square meters) as specified in the plans.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified, and per square foot (square meter) for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS, NUMBERS AND SYMBOLS, of the type specified.

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

Effective: November 1, 2008

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

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

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

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

#### **CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

<sup>1/</sup> Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit
   Technology List (<a href="http://www.epa.gov/otaq/retrofit/verif-list.htm">http://www.epa.gov/otaq/retrofit/verif-list.htm</a>), or verified by the
   California Air Resources Board (CARB) (<a href="http://www.arb.ca.gov/diesel/verde/verdev.htm">http://www.arb.ca.gov/diesel/verde/verdev.htm</a>);
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

<sup>2/</sup> Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

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

#### CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

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

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

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

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

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

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

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

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

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

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

#### **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

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

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

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

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

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

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

#### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

<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. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** 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 forth in this Special Provision:

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

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

<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 is not met, evidence of good faith efforts.

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

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

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

If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. 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 contact. Credit will be given for the following:
- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE.

The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.

- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, 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.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan.

If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

#### **EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007 Revised: January 2, 2008

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

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

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

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

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

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

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

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

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

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

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

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

#### LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

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

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

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

Effective: April 1, 2007 Revised: November 1, 2009

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

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

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

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A.

Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

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

#### PARTIAL EXIT RAMP CLOSURE FOR FREEWAY/EXPRESSWAY (BDE)

Effective: January 1, 2009

Description. This work shall consist of furnishing and installing traffic control for the partial closure of exit ramps on a freeway/expressway. Work shall be according to Section 701 except as modified herein.

Add the following after the fourth paragraph of Article 701.07 of the Standard Specifications:

"Drop-offs at the edge of pavement greater than 1 1/2 in. (40 mm) caused by the Contractor's operations will be allowed only on one side of the ramp at a time."

Delete the third paragraph of Article 701.17(e)(1) of the Standard Specifications.

Delete the third paragraph of Article 701.18(e)(3) of the Standard Specifications.

Revise the first sentence of Article 701.19(c) of the Standard Specifications to read:

"Traffic control and protection required under Standards 701201, 701206, 701306, 701326, 701336, 701406, 701421, 701456, 701501, 701502, 701601, 701602, 701606, 701701 and 701801 will be measured for payment on a lump sum basis."

Add the following to the first paragraph of Article 701.20(b) of the Standard Specifications:

"TRAFFIC CONTROL AND PROTECTION STANDARD 701456;"

#### PAVEMENT MARKING REMOVAL (BDE)

Effective: April 1, 2009

Add the following to the end of the first paragraph of Article 783.03(a) of the Standard Specifications:

"The use of grinders will not be allowed on new surface courses."

#### PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

#### PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

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

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

#### POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004 Revised: January 1, 2009

Description. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Materials. Materials shall meet the following requirements:

- (a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.
- (b) Pigmentation. The pigment content by weight (mass) of component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than ± two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be an Organic Yellow and contain no heavy metals.

- (c) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.
- (d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degrees circumferential /zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

X	0.490	0.475	0.485	0.539
Y	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (f) Dry Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.
- (g) Adhesion. The catalyzed polyurea pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block, shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

(h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.

- (i) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.
- (j) Reflective Media. The reflective media shall meet the following requirements:
  - (1) Type I The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:
    - a. First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard	Sieve	% Passing
Sieve Number	Size	By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 um	0-5

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.
- (2) Type II The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:
  - a. First Drop Glass Beads. The first drop glass beads shall meet the following requirements:
    - Composition. The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
    - Index of Refraction. All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
    - 3. Acid Resistance. A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight (mass)) of sulfuric acid. Adding 0.2 oz (5.7 ml) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 1 x 2 in. (25 x 50 mm) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions.

The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 150 °F (66 °C) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:
  - 1. Sieve Analysis. The glass beads shall meet the following sieve requirements:

U.S. Standard	Sieve	% Passing
Sieve Number	Size	By Weight (mass)
20	850 μm	100
30	600 μm	75-95
50	300 μm	15-35
100	150 μm	0-5

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

- 2. Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight (mass) of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
- 3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 77 °F (25 °C).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 1/2 in. (12.7 mm) in height.
  - (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb (22.7 kg) net.
  - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. (50 mm) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in. (1 x 1 m), contain 2000 lb (910 kg) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.

- (I) Packaging. The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.
- (m) Verification. Prior to approval and use of the polyurea pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of polyurea and date of manufacture. The certification shall be accompanied by one 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the polyurea manufacturer shall be submitted for each batch used. New independent laboratory 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.

- (n) Acceptance samples. Acceptance samples shall consist of one 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Department. The polyurea pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.
- (o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless The static mixing tube or impingement mixing guns shall impingement mixing guns. accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 1.5 to 3 gal/min (5.7 to 11.4 L/min) to compensate for a typical range of application speeds of 6 to 8 mph (10 to 13 km/h). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to making application.

The equipment shall be capable of spraying both yellow and white polyurea, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two polyurea tanks each of 110 gal (415 L) minimum capacity and be equipped with hydraulic systems and agitators.

It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations at all times. The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and polyurea application techniques. Certification of equipment shall be provided at the preconstruction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of ±5 °F (±2.8 °C) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

#### CONSTRUCTION REQUIREMENTS

<u>General</u>. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation instructions. On new hot-mix asphalt (HMA) surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

<u>Notification</u>. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

<u>Inspection</u>. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

Method of Measurement. This work will be measured for payment as follows:

- (a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07(a).
- (b) Measured Quantities. Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

#### RAMP CLOSURE FOR FREEWAY/EXPRESSWAY (BDE)

Effective: January 1, 2009

Description. This work shall consist of furnishing and installing traffic control for the closure of ramps on a freeway/expressway.

Work shall be according to Section 701 except as modified herein.

Delete the third paragraph of Article 701.17(e)(1) of the Standard Specifications.

Add the following to Article 701.18 of the Standard Specifications:

"(k) Standard 701451. Only one interchange at a time may have ramps closed and only one exit ramp and one entrance ramp may be closed at a time.

The Contractor shall furnish a portable changeable message sign to be placed on the mainline in advance of the ramp closure. The exact placement and display shall be as shown in the plans or as directed by the Engineer."

Revise the first sentence of Article 701.19(c) of the Standard Specifications to read:

"Traffic control and protection required under Standards 701201, 701206, 701306, 701326, 701336, 701406, 701421, 701451, 701501, 701502, 701601, 701602, 701606, 701701 and 701801 will be measured for payment on a lump sum basis."

Add the following to the first paragraph of Article 701.20(b) of the Standard Specifications:

"TRAFFIC CONTROL AND PROTECTION STANDARD 701451:"

#### REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

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

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

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

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

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

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

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

#### **SELECTION OF LABOR (BDE)**

Effective: July 2, 2010

Revise Section I of Check Sheet #5 of the Recurring Special Provisions to read:

#### "I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

# EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual."

#### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

#### THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO<sub>2</sub>). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance .....75 percent min. \*Yellow: Daylight Reflectance .....45 percent min.

\*Shall meet the coordinates of the following color tolerance chart.

Χ	0.490	0.475	0.485	0.530
V	0.470	0.438	0.425	0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122  $^{\circ}$ F (50  $^{\circ}$ C) followed by four hours of condensation at 104  $^{\circ}$ F (40  $^{\circ}$ C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

#### TRUCK MOUNTED/TRAILER MOUNTED ATTENUATORS (BDE)

Effective: January 1, 2010

Revise Article 701.03(k) of the Standard Specifications to read:

"(k) Truck Mounted/Trailer Mounted Attenuators .......1106.02"

Revise Article 701.15(h) of the Standard Specifications to read:

"(h) Truck Mounted/Trailer Mounted Attenuators (TMA). TMA units shall have a roll ahead distance in the event of an impact. The TMA shall be between 100 and 200 ft (30 and 60 m) behind the vehicle ahead or the workers. This distance may be extended by the Engineer.

TMA host vehicles shall have the parking brake engaged when stationary.

The driver and passengers of the TMA host vehicle should exit the vehicle if the TMA is to remain stationary for 15 minutes or more in duration."

Revise Article 1106.02(g) of the Standard Specifications to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be a NCHRP 350 approved unit for Test Level 3. Test Level 2 may be used as directed by the Engineer for normal posted speeds less than or equal to 45 mph."

Various Routes D 1 GRVD INT PVMNT MRK 11-23 Various Counties Sheet 1 of 5 Contract No. 46146

# STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION D 1 GRVD INT PVMNT MRK 11-23 C-60-023-11

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- 2-3 Summary of Quantities
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#### **Highway Standards**

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701406-05	701411-06
701426-03	701501-05
701601-06	701606-06
701701-06	701901-01
780001-02	

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Various Counties
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# SUMMARY OF QUANTITIES

CODE	ITEM	FIND	100% STATE URBAN SFTY-1D QUANTITY
67100100	MOBILIZATION	L SUM	1.00
70101700	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	3,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	100,000.00
78000300	THERMOPLASTIC PAVEMENT MARKING - LINE 5"	FOOT	9,000.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	7,000.00
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	7,000.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	6,000.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	2,000.00
78000815	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE-4 INCH	FOOT	291,075.00
78000825	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE-5 INCH	FOOT	60,000,00
78000845	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE-8 INCH	FOOT	30,000.00
78008200	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	1,500.00
78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	110,000.00

Various Routes
D 1 GRVD INT PVMNT MRK 11-23
Various Counties
Sheet 3 of 5
Contract No. 46146

# SUMMARY OF QUANTITIES

CODE NUMBER	ITEM	LIND	100% STATE URBAN SFTY-1D QUANTITY
78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	25,000.00
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	11,000.00
78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	40,000.00
78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	3,500.00
78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	1,500.00
78300100	PAVEMENT MARKING REMOVAL	SQ FT	10,000.00
78003120	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 5"	FOOT	15,000.00
X <b>78</b> 30070	GROOVING RECESSSED PAVEMENT MARKING 5"	FOOT	100,000.00
X7830074	GROOVING'RECESSSED PAVEMENT MARKING 7"	FOOT	35,000.00
X7830076	GROOVINGRECESSSED PAVEMENT MARKING 9"	FOOT	20,000.00
X7830078	GROOVINGRECESSSED PAVEMENT MARKING 13"	F007	15,000.00
X7 <b>8</b> 30068	ERS,	SQ FT	2,000.00
X7830090	GROOVING RECESSSED PAVEMENT MARKING 25" AND 5YMBOLS?	FOOT	2,500.00
X7830072	GROOVINGRECESSSED PAVEMENT MARKING 6"	FOOT	55,000.00

Various Routes D 1 GRVD INT PVMNT MRK 11-23 Various Counties Sheet 4 of 5 Contract No. 46146

# **WORK ORDER**

District 1 GRVD INT PVMNT MRK 11-23

Sheet 1 of 2							
WORK ORDER NO.: DATE OF ISSUE: ROUTE:							
LOCATION	LOCATION DESCRIPTION:						
CONTRACT	TNo.: <u>46146</u>			,			
CODE				UNIT			
NUMBER	ITEM	UNIT	QUANTITY	PRICE	ITEM COST		
78000100	THPL PVT MK LTR & SYM	SQ FT					
78000200	THPL PVT MK LINE 4	FOOT			****		
78000300	THPL PVT MK LINE 5	FOOT					
78000400	THPL PVT MK LINE 6	FOOT					
78000500	THPL PVT MK LINE 8	FOOT					
78000600	THPL PVT MK LINE 12	FOOT					
78000650	THPL PVT MK LINE 24	FOOT					
78000815	HS THPL PM LN 4	FOOT					
78000825	HS THPL PM LN 5	FOOT			77		
78000845	HS THPL PM LN 8	FOOT	·				
78300100	PAV MARKING REMOVAL	SQ FT					
78008200	POLYUREA PM T1 LTR-SY	SQ FT			<del></del>		
78008210	POLYUREA PM T1 LN 4	FOOT					
78008220	POLYUREA PM T1 LN 5	FOOT					
78008230	POLYUREA PM T1 LN 6	FOOT					
78008240	POLYUREA PM T1 LN 8	FOOT					
78008250	POLYUREA PM T1 LN 12	FOOT					
78008270	POLYUREA PM T1 LN 24	FOOT					
78300100	PAV MARKING REMOVAL	SQ FT					
78003120	PREF PL PM TB LINE 5	FOOT			,		
X7030070	GRV RCSD PVT MRKG 5	FOOT					
X7030074	GRV RCSD PVT MRKG 7	FOOT					
X7030076	GRV RCSD PVT MRKG 9	FOOT					
X7030078	GRV RCSD PVT MRKG 13	FOOT					
X7030068	GRV RCSD PVT MRKG LTR NUM SYM	SQ FT					
X7030090	GRV RCSD PVT MRKG 25	FOOT					
X7030072	GRV RCSD PVT MRKG 6	FOOT					
			TOTAL C	OST			
NAME: District Contact APPROVED BY: Deputy Director of Highways, Regional Engineer							
TELEPHONE NO DATE:							

Various Routes
D 1 GRVD INT PVMNT MRK 11-23
Various Counties
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Contract No. 46146

DAVEMENT MARKING SLIMMARY

		Т		
1.74 11		Marking	Removal Sq Ft	
		24"	Foot	
		18"	Foot	
	antities = White	12"	Foot	
۱RY	Summation of Quantities $(Y) = Yellow (W) = White$	200	Foot	
<b>AVEMENT MARKING SUMMARY</b>	Summat (Y) = Yel	9	Foot	
RKING		5"	Foot	
ENT MA		4"	Foot	
PAVEM		Letters &	Symbols Sq Ft	
		NOI		
		LOCATION		

#### **ILLINOIS DEPARTMENT OF LABOR**

#### PREVAILING WAGES FOR COOK COUNTY EFFECTIVE AUGUST 2010

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

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <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.

# **Cook County Prevailing Wage for August 2010**

Trade Name			_	Base	FRMAN				•	Pensn	Vac	Trng
ASBESTOS ABT-GEN	==	=== ALL	=		35.700		1.5	2.0	9.130	8.370		0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000					9.610		
BOILERMAKER		BLD			46.890		2.0			9.890		
BRICK MASON		BLD		39.030	42.930		1.5			10.67		
CARPENTER		ALL		40.770	42.770		1.5		9.840			0.490
CEMENT MASON		ALL		41.850	43.850		1.5			9.810		
CERAMIC TILE FNSHER		BLD		33.600	0.000					8.020		
COMM. ELECT.		BLD		36.440	38.940		1.5			7.750		
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5			12.98		
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5			10.00		0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0			13.64		
HT/FROST INSULATOR		BLD			44.550		1.5			10.81		
IRON WORKER		ALL			42.750		2.0			17.09		
LABORER		ALL		35.200	35.950		1.5			8.370		
LATHER		ALL			42.770					9.790		
MACHINIST		BLD			45.160		1.5			8.700		
MARBLE FINISHERS		ALL		29.100	0.000		1.5			10.67		
MARBLE MASON		BLD			42.930		1.5			10.67		
MATERIAL TESTER I MATERIALS TESTER II		ALL ALL		25.200 30.200	0.000		1.5			8.370 8.370		
MILLWRIGHT		ALL		40.770	42.770		1.5			9.790		
OPERATING ENGINEER			1	45.100	49.100		2.0			8.050		1.150
OPERATING ENGINEER OPERATING ENGINEER				43.800	49.100		2.0			8.050		
OPERATING ENGINEER				41.250	49.100		2.0			8.050		
OPERATING ENGINEER		BLD		39.500			2.0			8.050		
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0			8.050		
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0			8.050		
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER ORNAMNTL IRON WORKER		ALL	/		47.300 42.450					8.050 14.81		
PAINTER		ALL			42.450					11.10		
PAINTER SIGNS		BLD			35.640					2.540		
PILEDRIVER		ALL			42.770					9.790		
PIPEFITTER		BLD			46.150					9.850		
PLASTERER		BLD			41.610					10.69		
PLUMBER		BLD			46.000					7.090		
ROOFER		BLD			40.650					6.570		
SHEETMETAL WORKER		BLD			43.700					16.25		
SIGN HANGER		BLD		28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL			42.750					15.99		
STONE MASON		BLD			42.930					10.67		
TERRAZZO FINISHER		BLD		35.150	0.000					10.57		
TERRAZZO MASON		BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510

TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	39,200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

### **Explanations**

COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone,

granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

- Class 4. Air Compressor; Combination Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.
- Class 5. Bobcats (all); Brick Forklifts; Oilers.
- Class 6. Field Mechanics and Field Welders
- Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

- Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).
- Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.
- Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or

similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

Other Classifications of Work:

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

## **Du Page County Prevailing Wage for August 2010**

Trade Name		_	Base	FRMAN *M-F:			-	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL	35.200	35.700 1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD	31.540	0.000 1.5	1.5		9.670			0.520
BOILERMAKER		BLD	43.020	46.890 2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD	39.030	42.930 1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL	40.770	42.770 1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL	38.000	40.000 2.0	1.5	2.0	7.700	14.45	0.000	0.380
CERAMIC TILE FNSHER		BLD	33.600	0.000 2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD	32.650	34.750 1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRIC PWR EQMT OP		ALL	33.140	42.570 1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL	25.680	42.570 1.5	1.5		4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		42.570 1.5	1.5		4.750	12.22		0.300
ELECTRIC PWR TRK DRV		ALL			1.5		4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		39.820 1.5	1.5		8.650		3.880	0.580
ELEVATOR CONSTRUCTOR		BLD		51.930 2.0	2.0		10.03		2.770	0.000
FENCE ERECTOR		ALL	32.660	34.660 1.5	1.5			10.00	0.000	0.500
FENCE ERECTOR	W	ALL		45.460 2.0	2.0		8.140	17.29 13.64		
GLAZIER		BLD		39.500 1.5 44.550 1.5	2.0		9.670		0.000	
HT/FROST INSULATOR IRON WORKER	E	BLD ALL		42.750 2.0	2.0		12.45		0.000	
IRON WORKER	E W	ALL		45.460 2.0	2.0		8.140	17.09		0.400
LABORER	VV	ALL	35.200		1.5		9.130	8.370	0.000	
LATHER		ALL		42.770 1.5	1.5			9.790		0.490
MACHINIST		BLD		45.160 1.5	1.5			8.700		
MARBLE FINISHERS		ALL	29.100	0.000 1.5	1.5			10.67		
MARBLE MASON		BLD	39.030	42.930 1.5	1.5	2.0		10.67		0.740
MATERIAL TESTER I		ALL	25.200	0.000 1.5	1.5		9.130		0.000	
MATERIALS TESTER II		ALL	30.200	0.000 1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL	40.770	42.770 1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1	45.100	49.100 2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2	43.800	49.100 2.0	2.0		11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3	41.250	49.100 2.0	2.0			8.050		1.150
OPERATING ENGINEER		BLD 4		49.100 2.0	2.0				1.900	
OPERATING ENGINEER		BLD 5		49.100 2.0	2.0		11.70		1.900	
OPERATING ENGINEER		BLD 6		49.100 2.0	2.0				1.900	
OPERATING ENGINEER		BLD 7		49.100 2.0	2.0		11.70		1.900	
OPERATING ENGINEER		HWY 1		47.300 1.5 47.300 1.5	1.5			8.050		
OPERATING ENGINEER					1.5			8.050		
OPERATING ENGINEER OPERATING ENGINEER				47.300 1.5 47.300 1.5				8.050 8.050		
OPERATING ENGINEER OPERATING ENGINEER				47.300 1.5				8.050		
OPERATING ENGINEER				47.300 1.5				8.050		
OPERATING ENGINEER				47.300 1.5				8.050		
ORNAMNTL IRON WORKER	E	ALL		42.450 2.0				14.81		
ORNAMNTL IRON WORKER		ALL		45.460 2.0				17.29		
PAINTER		ALL		41.680 1.5				8.200		
PAINTER SIGNS		BLD	31.740	35.640 1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL	40.770	42.770 1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD	39.500	41.500 1.5	1.5	2.0	9.900	13.24	0.000	1.360
PLASTERER		BLD	32.000	33.500 1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		41.500 1.5				13.24		
ROOFER		BLD		40.650 1.5				6.570		
SHEETMETAL WORKER		BLD		43.660 1.5				10.66		
SPRINKLER FITTER	_	BLD		42.500 1.5				6.850		
STEEL ERECTOR	E	ALL		42.750 2.0				15.99		
STEEL ERECTOR	W	ALL		45.460 2.0				17.29		
STONE MASON TERRAZZO FINISHER		BLD BLD		42.930 1.5 0.000 1.5				10.67 10.57		
TERRAZZO FINISHER TERRAZZO MASON		BLD		42.010 1.5				10.57		
IBINIABBOIN		עונינ	JJ.UIU	12.010 1.5	1.5	2.0	0.200	<b>エエ・</b> フエ	0.000	0.010

TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BID	39 200	40 200	15	1 5	2.0	7 830	10 25	0 000	0 770

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

### **Explanations**

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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

#### EXPLANATION OF CLASSES

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

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

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

CERAMIC TILE FINISHER

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

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including % cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

# OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast

Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 7. Gradall and machines of like nature.

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

- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

# TERRAZZO FINISHER

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

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.

# **Kane County Prevailing Wage for August 2010**

Trade Name		TYP (			FRMAN					Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL	-		35.700					8.370		
ASBESTOS ABT-MEC		BLD		31.540	0.000		1.5			9.610		
BOILERMAKER		BLD		43.020	46.890					9.890		0.350
BRICK MASON		BLD			42.930					10.67		
CARPENTER		ALL			42.770		1.5			9.800		
CEMENT MASON		ALL			43.550		1.5			10.81		
CERAMIC TILE FNSHER		BLD		33.600	0.000		1.5			8.020		
COMMUNICATION TECH	N	BLD			31.760		1.5			6.290		
COMMUNICATION TECH	S	BLD		35.280	37.380	1.5	1.5	2.0	9.980	9.170	0.000	1.060
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL			42.570		1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN	N	ALL		42.200	46.420	1.5	1.5			10.20		0.530
ELECTRICIAN	S	BLD			46.720		1.5			10.61		1.270
ELEVATOR CONSTRUCTOR		BLD					2.0		10.03			0.000
FENCE ERECTOR		ALL			45.460		2.0			17.29		
GLAZIER		BLD			39.500					13.64		
HT/FROST INSULATOR		BLD			44.550		1.5			10.81		
IRON WORKER		ALL			45.460		2.0			17.29		
LABORER		ALL			35.950 42.770		1.5			8.130 9.800		0.400
LATHER MACHINIST		ALL BLD			45.160		1.5			9.800 8.700		
MARBLE FINISHERS		ALL		29.100	0.000		1.5			10.67		
MARBLE MASON		BLD			42.930		1.5			10.67		
MATERIAL TESTER I		ALL		25.200	0.000		1.5			8.130		
MATERIALS TESTER II		ALL		30.200	0.000					8.130		
MILLWRIGHT		ALL			42.770		1.5			9.800		
OPERATING ENGINEER		BLD 1	L		49.100		2.0			8.050		
OPERATING ENGINEER		BLD 2	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4	1	39.500	49.100	2.0	2.0			8.050		
OPERATING ENGINEER		BLD 5	5	48.850	49.100		2.0	2.0		8.050		
OPERATING ENGINEER		BLD 6	5	46.100	49.100		2.0			8.050		
OPERATING ENGINEER		BLD 7		48.100	49.100		2.0	2.0		8.050		
OPERATING ENGINEER					47.300		1.5			8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER					47.300					8.050		
OPERATING ENGINEER OPERATING ENGINEER					47.300					8.050 8.050		
OPERATING ENGINEER OPERATING ENGINEER					47.300 47.300					8.050		
OPERATING ENGINEER OPERATING ENGINEER					47.300					8.050		
ORNAMNTL IRON WORKER		ALL			45.460					17.29		
PAINTER		ALL			41.680					8.200		
PAINTER SIGNS		BLD			35.640					2.540		
PILEDRIVER		ALL			42.770					9.800		
PIPEFITTER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	13.24	0.000	1.360
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	13.24	0.000	1.360
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD			43.660					10.66		
SIGN HANGER		BLD			27.570					3.550		
SPRINKLER FITTER		BLD			42.500					6.850		
STEEL ERECTOR		ALL			45.460					17.29		
STONE MASON		BLD			42.930					10.67		
TERRAZZO FINISHER		BLD			0.000					10.57		
TERRAZZO MASON TILE MASON		BLD BLD			42.010 44.490					11.91 9.730		
TITE MASON		עונם		±0.490	<b>⊐3. 4 3 0</b>	∠.∪	<b>T.</b> 3	∠.∪	0.230	⊅./3U	0.000	0.010

TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5 2.	0 3.780	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5 2.	0 6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5 2.	0 6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5 2.	0 6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5 2.	0 6.500	4.350	0.000	0.150
THERDOINTER	BT.D	39 200	40 200	15	1 5 2	0 7 830	10 25	0 000	0 770

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

# **Explanations**

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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

# EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

# MARBLE FINISHER

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

treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

# OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¼ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

- Class 5. Bobcats (all); Brick Forklifts; Oilers.
- Class 6. Field Mechanics and Field Welders
- Class 7. Gradall and machines of like nature.

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

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

- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

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

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.

# **Lake County Prevailing Wage for August 2010**

Trade Name			_	Base	FRMAN					Pensn	Vac	Trng
AGDEGEOG ADE GEN	==		=		=====							
ASBESTOS ABT-GEN		ALL		35.200	35.700		1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540 43.020	0.000 46.890		1.5		9.670 6.720			0.520
BOILERMAKER BRICK MASON		BLD BLD		39.030	40.090		1.5		8.800			0.350
CARPENTER		ALL		40.770	42.770		1.5	2.0	9.840	9.790		0.740
CEMENT MASON		ALL		40.300	42.770		1.5		8.900			
CERAMIC TILE FNSHER		BLD		33.600	0.000				6.950			
COMMUNICATION TECH		BLD		34.150	36.250		1.5		9.900			
ELECTRIC PWR EQMT OP		ALL		33.140	42.570		1.5		4.750	10.27		
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570		1.5	2.0		7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570		1.5		4.750			
ELECTRIC PWR TRK DRV		ALL				1.5	1.5		4.750			
ELECTRICIAN		BLD		39.150	43.070	1.5	1.5		11.75			0.630
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5		9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0		9.790		0.490
OPERATING ENGINEER				45.100	49.100		2.0		11.70			
OPERATING ENGINEER				43.800	49.100		2.0		11.70			
OPERATING ENGINEER			3		49.100		2.0		11.70			
OPERATING ENGINEER		BLD		39.500	49.100	2.0	2.0			8.050		
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0		11.70			
OPERATING ENGINEER		BLD	6	46.100			2.0	2.0		8.050		
OPERATING ENGINEER		BLD	7		49.100		2.0	2.0		8.050		
OPERATING ENGINEER				51.300 49.800	51.300		1.5	2.0		8.050		
OPERATING ENGINEER		FLT	_	49.800	51.300 51.300	1.5	1.5	2.0	11.70 11.70	8.050		
OPERATING ENGINEER OPERATING ENGINEER					51.300				11.70			
OPERATING ENGINEER OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
ORNAMNTL IRON WORKER		ALL			42.450				10.67			
PAINTER		ALL			42.750				9.750			
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	8.460	9.850	0.000	1.770
PLASTERER		BLD			41.010		1.5	2.0	8.900	11.08	0.000	0.150
PLUMBER		BLD		42.650	45.150	1.5	1.5	2.0	9.900	9.450	0.000	0.950
ROOFER		BLD			40.650				7.750			
SHEETMETAL WORKER		BLD			43.700				9.830			
SIGN HANGER		BLD			29.060				4.450			
SPRINKLER FITTER		BLD			42.500				8.500			
STEEL ERECTOR		ALL			42.750				10.95			
STONE MASON		BLD			42.930				8.800			
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	32.200	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TRUCK DRIVER	ALL 2	32.350	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TRUCK DRIVER	ALL 3	32.550	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TRUCK DRIVER	ALL 4	32.750	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

# **Explanations**

### LAKE COUNTY

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

## EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

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

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

#### COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

# OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including % cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics

# OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck

Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

- Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).
- Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.
- Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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

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

- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

# TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and

Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### 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.

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# **Mchenry County Prevailing Wage for August 2010**

Trade Name		TYP C			FRMAN *M-I					Pensn	Vac	Trng
ACDECHOG ADE CEN	==		=		===== === 25 700 1 I							
ASBESTOS ABT-GEN		ALL BLD		35.200	35.700 1.! 0.000 1.!			2.0	9.130	8.370 9.610	0.000	0.400
ASBESTOS ABT-MEC BOILERMAKER		BLD			46.890 2.0		2.0		6.720		0.000	
BRICK MASON		BLD		39.030	42.930 1.5		1.5			10.67		
CARPENTER		ALL		40.770	42.770 1.5	_	1.5	2.0	9.840		0.000	
CEMENT MASON		ALL		41.550	43.550 2.0	_	1.5			10.81		
CERAMIC TILE FNSHER		BLD		33.600	0.000 2.0					8.020		
COMMUNICATION TECH		BLD			31.760 1.					6.290		
ELECTRIC PWR EQMT OP		ALL		33.140	42.570 1.5	5				10.27		
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570 1.5	5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570 1.	5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570 1.5	5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		ALL			46.420 1.	_	1.5		10.76		0.000	0.530
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930 2.0		2.0		10.03			0.000
FENCE ERECTOR	E	ALL			34.660 1.	-	1.5		10.67			0.500
FENCE ERECTOR	S	ALL			45.460 2.0		2.0			17.29		
GLAZIER HT/FROST INSULATOR		BLD			39.500 1.! 44.550 1.!		2.0			13.64 10.81		
IRON WORKER	E	BLD ALL			44.550 1.5 42.750 2.0					17.09		
IRON WORKER	S	ALL			45.460 2.0					17.29		
IRON WORKER	W	ALL			36.750 2.0		2.0			19.34		
LABORER		ALL		35.200	35.950 1.	5	1.5			8.130		
LATHER		ALL		40.770	42.770 1.5	5	1.5	2.0	9.840	9.800	0.000	0.490
MACHINIST		BLD		43.160	45.160 1.5	5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000 1.	5	1.5			10.67		
MARBLE MASON		BLD			42.930 1.	_	1.5			10.67		
MATERIAL TESTER I		ALL		25.200	0.000 1.					8.130		
MATERIALS TESTER II		ALL		30.200	0.000 1.9				9.370		0.000	
MILLWRIGHT OPERATING ENGINEER		ALL BLD 1		45.100	42.770 1.5 49.100 2.0		1.5		9.840 11.70		0.000	1.150
OPERATING ENGINEER OPERATING ENGINEER		BLD 2		43.800	49.100 2.0		2.0		11.70			1.150
OPERATING ENGINEER		BLD 3		41.250	49.100 2.0		2.0	2.0			1.900	
OPERATING ENGINEER		BLD 4		39.500		0	2.0	2.0		8.050		
OPERATING ENGINEER		BLD 5	5	48.850	49.100 2.0	0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6	5	46.100	49.100 2.0	0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER					49.100 2.0					8.050		
OPERATING ENGINEER					47.300 1.	-				8.050		
OPERATING ENGINEER					47.300 1.5					8.050		
OPERATING ENGINEER					47.300 1.5					8.050		
OPERATING ENGINEER OPERATING ENGINEER					47.300 1.5 47.300 1.5	_				8.050 8.050		
OPERATING ENGINEER OPERATING ENGINEER					47.300 1.5					8.050		
OPERATING ENGINEER					47.300 1.5					8.050		
ORNAMNTL IRON WORKER	E	ALL			42.450 2.0					14.81		
ORNAMNTL IRON WORKER		ALL			45.460 2.0					17.29		
PAINTER		ALL		39.680	41.680 1.	5	1.5	1.5	8.100	8.200	0.000	1.000
PAINTER SIGNS		BLD		31.740	35.640 1.	5				2.540		
PILEDRIVER		ALL			42.770 1.					9.800		
PIPEFITTER		BLD			46.150 1.					9.850		
PLASTERER		BLD			41.610 1.					10.69		
PLUMBER		BLD			45.150 1.5					9.450		
ROOFER SHEETMETAL WORKER		BLD BLD			40.650 1.5 43.660 1.5					6.570 10.66		
SIGN HANGER		BLD			27.570 1.5					3.550		
SPRINKLER FITTER		BLD			42.500 1.5					6.850		
STEEL ERECTOR	E	ALL			42.750 2.0					15.99		
STEEL ERECTOR	S	ALL		43.300	45.460 2.0	0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON		BLD		39.030	42.930 1.	5	1.5	2.0	8.800	10.67	0.000	0.740

TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	32.200	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TRUCK DRIVER	ALL 2	32.350	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TRUCK DRIVER	ALL 3	32.550	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TRUCK DRIVER	ALL 4	32.750	32.750	1.5	1.5	2.0	5.700	5.500	0.000	0.150
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

# **Explanations**

MCHENRY COUNTY

FENCE ERECTOR (EAST) - That part of the county East and Northeast of a line following Route 31 North to Route 14, northwest to Route 47 north to the Wisconsin State Line.

IRONWORKERS (EAST) - That part of the county East of Rts. 47 and 14.

IRONWORKERS (SOUTH) - That part of the county South of Route 14 and East of Route 47.

IRONWORKERS (WEST) - That part of the county West of Route 47.

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

#### EXPLANATION OF CLASSES

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

at the time or at some close future date.

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

# CERAMIC TILE FINISHER

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

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

- Class 4. Air Compressor; Combination Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.
- Class 5. Bobcats (all); Brick Forklifts; Oilers.
- Class 6. Field Mechanics and Field Welders.
- Class 7. Gradall and machines of like nature.

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

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

- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

# TERRAZZO FINISHER

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

#### 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.

# **Will County Prevailing Wage for August 2010**

Trade Name			-	Base	FRMAN *	_			,	Pensn	Vac	Trng
ASBESTOS ABT-GEN	==	=== ALL	=	35.200	35.700		1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000				9.670			
BOILERMAKER		BLD		43.020	46.890		2.0		6.720			
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	44.850	1.5	1.5	2.0	8.590	13.36	0.000	0.490
CEMENT MASON		ALL		41.000	43.000		2.0	2.0		11.48		
CERAMIC TILE FNSHER		BLD		33.600	0.000		1.5		6.950			
COMMUNICATION TECH		BLD		32.200	33.700		1.5		9.670			0.320
ELECTRIC PWR EQMT OP		ALL		40.850	46.430		1.5		10.27			0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430		1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN ELECTRICIAN		ALL BLD			43.060		1.5 1.5		10.27			
ELEVATOR CONSTRUCTOR		BLD			51.930		2.0		10.03			0.000
GLAZIER		BLD			39.500		2.0		10.19			0.790
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		38.000	39.000	2.0	2.0	2.0	8.140	17.52	0.000	0.600
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	44.850		1.5	2.0		13.36		0.490
MACHINIST		BLD			45.160		1.5		7.640			
MARBLE FINISHERS		ALL		29.100	0.000		1.5		8.800			
MARBLE MASON		BLD				1.5	1.5		8.800		0.000	
MATERIAL TESTER I MATERIALS TESTER II		ALL ALL		25.200 30.200	0.000		1.5 1.5	2.0	9.130 9.130		0.000	
MILLWRIGHT		ALL		40.770	44.850		1.5		8.590			
OPERATING ENGINEER			1	45.100	49.100		2.0		11.70			
OPERATING ENGINEER		BLD		43.800	49.100	2.0	2.0		11.70			1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0			8.050		1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0		8.050		
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0		8.050		
OPERATING ENGINEER		FLT	1	51.300 49.800	51.300 51.300	1.5	1.5	2.0	11.70	8.050		
OPERATING ENGINEER OPERATING ENGINEER		FLT	3	49.800	51.300		1.5 1.5	2.0		8.050		
OPERATING ENGINEER		FLT		36.850		1.5	1.5	2.0		8.050		
OPERATING ENGINEER				43.300	47.300			2.0		8.050		
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER					47.300				11.70			
OPERATING ENGINEER			7		47.300				11.70			
PAINTER		ALL			42.750				9.750			
PAINTER SIGNS PILEDRIVER		BLD ALL			35.640 44.850				2.600 8.590			
PIPEFITTER		BLD			46.150				8.460			
PLASTERER		BLD			41.610				10.60			
PLUMBER		BLD			45.000				9.500			
ROOFER		BLD			40.650				7.750			
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD			42.500				8.500			
STONE MASON		BLD			42.930				8.800			
TERRAZZO FINISHER		BLD		35.150	0.000				6.950			
TERRAZZO MASON		BLD			42.010				6.950			
TILE MASON TRAFFIC SAFETY WRKR		BLD HWY			44.490 25.900				6.950 3.780			
TRUCK DRIVER					36.200				6.250			
TRUCK DRIVER					36.200				6.250			
			_	22.000	55.200		,			/		0.250

TRUCK DRIVER	ALL 3	36.000	36.200 1.5	1.5 2.0	6.250	4.275	0.000 0	.250
TRUCK DRIVER	ALL 4	36.200	36.200 1.5	1.5 2.0	6.250	4.275	0.000 0	.250
TUCKPOINTER	BLD	39.200	40.200 1.5	1.5 2.0	7.830	10.25	0.000 0	.770

## Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

# **Explanations**

WILL COUNTY

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

# EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

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

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

#### MARBLE FINISHER

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

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

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

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form

Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

- Class 5. Bobcats (all); Brick Forklifts; Oilers.
- Class 6. Field Mechanics and Field Welders.
- Class 7. Gradall and machines of like nature.

# OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

- Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.
- Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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

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

- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

# TERRAZZO FINISHER

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

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.