### 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 <u>Timothy.Garman@illinois.gov.</u>

**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.

Proposal Submitted By

8	3	(	)

Name

Address

City

# Letting November 5, 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)

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

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



Springfield, Illinois 62764

Contract No. 60L35 Various Counties Section 2010-057 GRR **District 1 Construction Funds** Various Routes

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included.

Prepared by

S

Checked by Printed by authority of the State of Illinois)

### INSTRUCTIONS

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



### PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_\_a

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

Contract No. 60L35 Various Counties Section 2010-057 GRR Various Routes District 1 Construction Funds

Repair and installation of guardrail along various expressways and arterial highways north of and including IL Route 38 in the northern part of District One in Cook, DuPage, Kane, Lake and McHenry counties.

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.

BD 353A (Rev. 12/2005)

- 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:

			Proposal				Proposal
	Amount of	of Bid	<u>Guaranty</u>	<u>An</u>	nount o	of Bid	<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 guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

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

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

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

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

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

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

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

### **Schedule of Combination Bids**

Combination		Combinatio	Combination Bid			
No.	Sections Included in Combination	Dollars	Cents			

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

### 9. The services of a subcontractor will or may be used.

Check box	Yes	
Check box	No	

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

#### **ILLINOIS DEPARTMENT OF TRANSPORTATION** SCHEDULE OF PRICES CONTRACT 60L35 NUMBER -

Unit Price

C-91-686-10 State Job # -PPS NBR -0-01617-1015 County Name -VARIOUS- -Code -0 - -District -0 - -

**Project Number** 

Route

=

VARIOUS

Section Number -2010-057 GRR Item Unit of Number **Pay Item Description** Measure Quantity х X0300501 EACH F&I TR B TERM T1 NOSE 7.000 EACH X0320619 F&I THBM GDRL ELE PLT 5.000 X0321563 REP TRAF B TERM T1 SP EACH 186.000 FACH 5 000 X0322240 F & S THRIE-BEAM POST

XU3ZZZ4U	F & S I TIRIE-BEAIVI PUSI	EACH	5.000	 	 
X0322241	F&I THBM RADI ELE PLT	EACH	2.000	 	
X0322242	F&S THRIE-BM MOD BLKS	EACH	5.000	 	 
X0322603	F&I TB TRM T3 SP NOSE	EACH	2.000	 	 
X4402302	CURB REMOVAL PART	FOOT	100.000	 	 
X6310177	TRAF BAR TERM T3 SPL	EACH	2.000	 	 
Z0007124	STEEL RAILING SPL	FOOT	25.000	 	 
Z0025200	F&I CONNECT END SECT	EACH	2.000	 	 
Z0025548	F&I RAD RAIL ELE PLTS	EACH	52.000	 	
Z0025600	F & I RETURN END SECT	EACH	3.000	 	 
Z0025800	F & I SINGLE END SECT	EACH	14.000	 	 
Z0026700	F & S STEEL POSTS	EACH	710.000		 

Page 1 10/19/2010

**Total Price** 

#### ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT 60L35 NUMBER -

60.000

C-91-686-10 State Job # -PPS NBR -0-01617-1015 VARIOUS- -County Name -Code -0 - -District -0 - -

Z0059660 REP TB TERM T1 SP RLP

**Project Number** 

Route

VARIOUS

Section Number -2010-057 GRR ltem Unit of Number **Total Price** Measure **Unit Price** Pay Item Description Quantity х = Z0026800 F & S STEEL POSTS MOD EACH 22.000 Z0026900 F & S STEEL POSTS SPL EACH 9.000 EACH Z0029656 REP TB TERM T3 SPL 4.000 Z0029658 REP TB TERM T1 SP PST EACH 210.000 Z0051400 REM & RESET POSTS EACH 50.000 Z0052100 REPAIR SPBGR TY B FOOT 100.000 FOOT Z0052200 REPAIR SPBGR TY C 50.000 EACH 9.000 Z0052400 REPAIR TR BAR TERM T1 EACH 2.000 Z0052550 REPAIR TR BAR TERM 1B Z0052600 REPAIR TR BAR TERM T2 EACH 17.000 EACH 2.000 Z0052900 REPAIR TR BAR TERM T4 EACH Z0053000 REPAIR TR BAR TERM T5 2.000 Z0053200 REPAIR TR BAR TERM T6 EACH 3.000 EACH 2.000 Z0053400 REPAIR TR BAR TERM T8

EACH

Page 2 10/19/2010

#### **ILLINOIS DEPARTMENT OF TRANSPORTATION** SCHEDULE OF PRICES CONTRACT 60L35 NUMBER -

C-91-686-10 State Job # -PPS NBR -0-01617-1015 County Name -VARIOUS- -Code -0 - -District -0 - -Section Number -2010-057 GRR

Project Number

Route

VARIOUS

ltem Number		Unit of					- ( ) - (
NULLIDEI	Pay Item Description	Measure	Quantity	X	Unit Price	=	Total Price
63000001	SPBGR TY A 6FT POSTS	FOOT	400.000				
63001105	F & I GDRL BLOCKS	EACH	1,000.000				
63001205	F & I GDRL CHANNEL	EACH	30.000				
63001305	F & I RAIL ELE PLATES	EACH	1,300.000				
63100041	TRAF BAR TERM T1B	EACH	2.000				
63100045	TRAF BAR TERM T2	EACH	7.000				
63100070	TRAF BAR TERM T5	EACH	2.000				
63100085	TRAF BAR TERM T6	EACH	4.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	44.000				
63100169	TR BAR TRM T1 SPL FLR	EACH	5.000				
63300800	GDRL POST VERT ADJUST	EACH	12.000				
78200410	GUARDRAIL MKR TYPE A	EACH	285.000				
78201000	TERMINAL MARKER - DA	EACH	20.000				

Page 3 10/19/2010

### CONTRACT NUMBER

THIS IS THE TOTAL BID \$

60L35

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. <u>Revolving Door Prohibition</u>

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. Debt Delinquency

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. No 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. No corporation shall be 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. 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 committee established to promote the candidacy of the officeholder responsible for any political committee established to promote the candidacy of the officeholder responsible of rom making any political 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,

 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.

Or

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

### Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:\_

### **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. Disclosure Form Instructions

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 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 <u>NOT APPLICABLE STATEMENT</u> on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Email Address	Fax Number (if available)
	Email Address

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. <u>See Disclosure Form Instructions</u>.

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

### DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL	. (type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	9:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value	of ownership/distributable income s	hare:	

**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.

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_\_No \_\_\_

Yes No

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

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
(i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes <u>No</u>

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_\_No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes No

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes No

- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
  Yes \_\_\_No \_\_\_
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_\_No \_\_\_

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

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

### 2. Communication Disclosure.

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

Name and address of person(s):

**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:		
	ABLE STATEMENT	
This Disclosure Form A is submitted on behalf of penalty of perjury, I certify the contents of this disknowledge.		
Completed by:		
Signature of Individual	or Authorized Representative	Date
NOT APPL	LICABLE STATEMENT	
Under penalty of perjury, I have determined that n the criteria that would require the completion of t		rganization meet
This Disclosure Form A is submitted on behalf of	the CONTRACTOR listed on the pre-	vious page.
Signature of Aut	horized Representative	Date

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)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

### DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

### THE FOLLOWING STATEMENT MUST BE CHECKED

 Signature of Authorized Representative	Date

### 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. 60L35 Various Counties Section 2010-057 GRR Various Routes District 1 Construction Funds

### PART I. IDENTIFICATION

Dept. Human Rights #\_\_\_\_\_

Name of Bidder:

### PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract: TABLE A TABLE B

Duration of Project: \_\_\_

TOTAL Workforce Projection for Contract								CURRENT EMPLOYEES TO BE ASSIGNED										
				MIN	ORITY I	EMPLC	YEES			TR/	AINEES	;			TO CO	ONT	RACT	
JOB		TAL					-	HER	APPI			HE JOB			TAL		MINC	
CATEGORIES	EMPL M	<u>OYEES</u> F	BL/	ACK F	HISP/ M	ANIC F	MIN M	OR. F	TIC M	ES F	TRA M	INEES F	-	EMPL M	OYEES F	-	EMPLO M	DYEES F
OFFICIALS	IVI	F	IVI	F	IVI	F	IVI	F	IVI	F	IVI	F		IVI	F	-	IVI	F
(MANAGERS)																_		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C								-		EOD			IENT US			
	OTAL Tra		ojectio	n for C	ontract							FUR	DE	FARIN				
EMPLOYEES		TAL						THER	1									
		OYEES		ACK				NOR.	-									
TRAINING APPRENTICES	М	F	М	F	М	F	М	F	-									
			ļ	ļ			-		_									
ON THE JOB TRAINEES																		

\* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

### **RETURN WITH BID** Contract No. 60L35 Various Counties Section 2010-057 GRR Various Routes **District 1 Construction Funds**

### PART II. WORKFORCE PROJECTION - continued

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

The undersigned bidder projects that: (number) \_\_\_\_ \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

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

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

### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

Telephone Number

Address \_\_\_\_\_

### NOTICE REGARDING SIGNATURE

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

Signature:

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

- Include both the number of employees that would be hired to perform the contract work and the total number currently employed Table A -(Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B currently employed.

Table C -Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256 (Rev. 12/11/07)

### RETURN WITH BID Contract No. 60L35 Various Counties Section 2010-057 GRR Various Routes District 1 Construction Funds

### PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid. Firm Name (IF AN INDIVIDUAL) Signature of Owner Business Address Firm Name Ву Business Address (IF A CO-PARTNERSHIP) Name and Address of All Members of the Firm: \_\_\_\_ Corporate Name Ву \_\_\_\_ Signature of Authorized Representative Typed or printed name and title of Authorized Representative (IF A CORPORATION) Attest Signature (IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Business Address Corporate Name Ву Signature of Authorized Representative Typed or printed name and title of Authorized Representative (IF A JOINT VENTURE) Attest Signature Business Address If more than two parties are in the joint venture, please attach an additional signature sheet.



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

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this	day of		A.D.,	_ ·
PRINCIPAL		SURETY		
(Company Nar	ne)		(Company Nar	me)
Ву		By:		
(Signature	e & Title)		(Signature of Attor	ney-in-Fact)
STATE OF ILLINOIS,	Notary Certif	ication for Principal and Suret	у	
County of				
l,		, a Notary Public ir	n and for said County, do	o hereby certify that
		and		
(	Insert names of individuals	signing on behalf of PRINCIP	AL & SURETY)	
who are each personally known to me and SURETY, appeared before me th and voluntary act for the uses and pur	is day in person and ackno			
Given under my hand and notar	ial seal this	day of		A.D.
My commission expires				
			Notary	
In lieu of completing the above section marking the check box next to the Sig the Principal and Surety are firmly bound	nature and Title line below,	the Principal is ensuring the i	identified electronic bid b	bond has been executed and
			]	
Electronic Bid Bond ID#	Company / Bidder	Name	Signat	ure and Title

BDE 356B (Rev. 10/24/07)



### (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

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) Project and Bid Identification

Complete the following information concerning the project and bid:

Route	Total Bid		
Section	Contract DBE Goal	(Descent)	
Project	<u>.</u>	(Percent)	(Dollar Amount)
County			
Letting Date			
Contract No.			
Letting Item No.			

### (4) Assurance

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

Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

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

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

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

Company	The "as read" Low Bidder is required to comply with the Special Provision.					
Ву	Submit only one utilization plan for each project. The utilization plan shall b submitted in accordance with the special provision.	Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.				
Title	Bureau of Small Business Enterprises         Local Let Projects           2300 South Dirksen Parkway         Submit forms to the           Springfield, Illinois 62764         Local Agency					

Date

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.



**DBE Participation Statement** 

Subcontractor Registration	Letting
Participation Statement	Item No.
(1) Instructions	Contract

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

### (2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
			Tatal	
			Total	

### (3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

### (4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor	Signature for DBE Firm					
Title	Title					
Date	Date					
Contact	Contact					
Phone	Phone					
Firm Name	Firm Name					
Address	Address					
City/State/Zip	City/State/Zi					
	E					
The Department of Transportation is requesting disclosure of information that is necessary	to accomplish the statutory purpose as outlined under the state and WC					

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.

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

ame:	
ddress:	
hone 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. 60L35 Various Counties Section 2010-057 GRR Various Routes District 1 Construction Funds



### 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</u> <u>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.

-ii-

#### C. Debt Delinguency

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 <u>NOT APPLICABLE STATEMENT</u> 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.)

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

**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 <u>No</u>

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

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

If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive

 more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes No \_\_\_

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the annual salary of the Governor?

Yes <u>No</u>

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

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

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_\_No \_\_\_
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes No \_\_\_\_

#### 3. Communication Disclosure.

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

Name and address of person(s): \_\_\_\_\_

**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 p penalty of perjury, I certify the contents of this disclosure to be true and accu knowledge.	
Completed by:	
Signature of Individual or Authorized Officer	Date
NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have determined that no individuals associated wit the criteria that would require the completion of this Form A.	h this organization meet
This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR liste	ed 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 CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_\_No \_\_\_

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

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

#### THE FOLLOWING STATEMENT MUST BE CHECKED

 Signature of Authorized Officer	Date

## **NOTICE TO BIDDERS**



- 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., November 5, 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. 60L35 Various Counties Section 2010-057 GRR Various Routes District 1 Construction Funds

Repair and installation of guardrail along various expressways and arterial highways north of and including IL Route 38 in the northern part of District One in Cook, DuPage, Kane, Lake and McHenry counties.

- 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)

#### SUPPLEMENTAL SPECIFICATIONS

Std. Sp	Pac	ae No.
201	Clearing, Tree Removal and Protection	. 1
205	Embankment	. 2
251	Mulch	
253	Planting Woody Plants	. 4
280	Temporary Erosion Control	. 6
406	Hot-Mix Asphalt Binder and Surface Course	. 7
443	Reflective Crack Control Treatment	. 12
502	Excavation for Structures	
503	Concrete Structures	. 16
504	Precast Concrete Structures	. 17
505	Steel Structures	. 18
540	Box Culverts	
581	Waterproofing Membrane System	. 20
630	Steel Plate Beam Guardrail	
633	Removing and Reerecting Guardrail and Terminals	. 22
637	Concrete Barrier	
669	Removal and Disposal of Regulated Substances	. 24
672	Sealing Abandoned Water Wells	
701	Work Zone Traffic Control and Protection	. 26
720	Sign Panels and Appurtenances	. 27
721	Sign Panel Overlay	
722	Demountable Sign Legend Characters and Arrows	. 29
726	Mile Post Marker Assembly	
733	Overhead Sign Structures	. 31
783	Pavement Marking and Marker Removal	. 32
801	Electrical Requirements	. 33
805	Electrical Service Installation – Traffic Signals	. 34
836	Pole Foundation	. 35
838	Breakaway Devices	
862	Uninterruptable Power Supply	
873	Electric Cable	
878	Traffic Signal Concrete Foundation	. 41
1003	Fine Aggregates	. 42
1004	Coarse Aggregates	
1005	Stone and Broken Concrete	
1006	Metals	
1008	Structural Steel Coatings	
1010	Finely Divided Materials	. 48
1020	Portland Cement Concrete	
1022	Concrete Curing Materials	
1024	Nonshrink Grout	. 59

1030	Hot-Mix Asphalt	60
1032	Bituminous Materials	65
1042	Precast Concrete Products	
1062	Reflective Crack Control System	70
1069	Pole and Tower	72
1074	Control Equipment	75
1076	Wire and Cable	80
1080	Fabric Materials	81
1081	Materials for Planting	82
1083	Elastomeric Bearings	84
1090	Sign Base	85
1091	Sign Face	87
1092	Sign Legend and Supplemental Panels	95
1093	Sign Legend and Supplemental Panels Sign Supports	96
1094	Overhead Sign Structures	98
1095	Pavement Markings	104
1101	General Equipment	106
1102	Hot-Mix Asphalt Equipment	107
1103	Portland Cement Concrete Equipment	109
1106	Work Zone Traffic Control Devices	110

#### **RECURRING SPECIAL PROVISIONS**

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

CHECK	<u> </u>	PAGE NO.
1	Additional State Requirements For Federal-Aid Construction Contracts	
	(Eff. 2-1-69) (Rev. 1-1-10)	
2	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
	<b>K</b> EEO (Eff. 7-21-78) (Rev. 11-18-80)	115
4 X	Specific Equal Employment Opportunity Responsibilities	
	Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	
-	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-10)	
6	Reserved	
7	Reserved	
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and	407
0	In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	
9 10		
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
12	Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-07)	
13	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	153
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	159
20 X		
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24 X		
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26	English Substitution of Metric Bolts (Eff. 7-1-96)	
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	173
28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	174
29	Reserved	175
30	Quality Control of Concrete Mixtures at the Plant	
	(Eff. 8-1-00) (Rev. 1-1-09)	176
31	Quality Control/Quality Assurance of Concrete Mixtures	
	(Eff. 4-1-92) (Rev. 1-1-09)	184
32	Asbestos Bearing Pad Removal (Eff. 11-1-03)	
33	Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	197

## TABLE OF CONTENTS

LOCATION OF IMPROVEMENT1
DESCRIPTION OF IMPROVEMENT1
TERM OF CONTRACT1
RENEWAL OF CONTRACT
PROSECUTION OF THE WORK
COMPLETION DATE
INTERPRETATION OF QUANTITIES AND PAYMENT2
WORK ORDER
CLASS OF WORK
COMPLETION TIME FOR WORK ORDERS4
CALENDAR DAYS4
TRAFFIC CONTROL PLAN
WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)5
NIGHTTIME WORK ZONE LIGHTING (DISTRICT ONE)6
TRAFFIC CONTROL DEFICIENCY DEDUCTION FOR PEDESTRIAN BARRIER AND GUARDRAIL
REPAIR
NOTIFICATION OF STATE ELECTRICAL MAINTENANCE CONTRACTOR
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)9
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC12
TRAFFIC CONTROL STANDARDS ADJACENT TO MEDIANS AND SHOULDERS
CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES
THE CONTRACTOR'S LIABILITY
PROTECTION FOR DAMAGED LOCATIONS
REMOVAL OR REPAIR OF GUARDRAIL
VERTICAL ADJUSTMENT OF GUARDRAIL POST16
FURNISHING AND INSTALLING RAIL ELEMENT PLATES16
FURNISHING AND INSTALLING RADIUS RAIL ELEMENT PLATES
FURNISHING AND SETTING STEEL POSTS, MODIFIED
FURNISHING AND INSTALLING SINGLE END SECTIONS
FURNISHING AND INSTALLING RETURN END SECTIONS
FURNISHING AND INSTALLING CONNECTING END SECTIONS
STEEL RAILING (SPECIAL)
FURNISHING AND SETTING STEEL POSTS
REALIGNING POSTS
REMOVING AND RESETTING POSTS
FURNISHING AND INSTALLING SPLICE PLATE 12"21
FURNISHING AND INSTALLING GUARDRAIL CHANNEL21
FURNISH AND SET STEEL POSTS, SPECIAL

FURNISHING AND INSTALLING GUARDRAIL BLOCKS	22
FURNISHING AND INSTALLING TRAFFIC BARRIER TERMINAL TYPE 1, NOSE	22
TRAFFIC BARRIER TERMINAL TYPE 1B	22
TRAFFIC BARRIER TERMINAL TYPE 1, (SPECIAL)	23
TRAFFIC BARRIER TERMINAL TYPE 2	24
TRAFFIC BARRIER TERMINAL TYPE 3, (SPECIAL)	25
FURNISHING AND INSTALLING TRAFFIC BARRIER TERMINAL TYPE 3 SPECIAL, NOSE	26
TRAFFIC BARRIER TERMINAL TYPE 6, 5 & 5A	26
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1	27
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1B	27
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL	
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL- POST	28
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL - RAIL ELEMENT PLATE	29
REPAIR TRAFFIC BARRIER TERMINAL TYPE 2	29
REPAIR TRAFFIC BARRIER TERMINAL TYPE 3, SPECIAL	29
REPAIR TRAFFIC BARRIER TERMINAL TYPE 4, 5, 5A, 6 AND 8	30
REPAIR STEEL PLATE BEAM GUARDRAIL TYPE B AND C	30
FURNISHING AND INSTALLING THRIE-BEAM GUARDRAIL ELEMENT PLATES	31
SEEDING	31
FINAL CLEAN-UP	32
ENGINEER'S FIELD OFFICE	32
CLEARING	32
SPRAY PAINT AND FLAGGING RIBBON	32
FURNISHING AND SETTING THRIE BEAM POSTS	32
FURNISHING AND INSTALLING THRIE-BEAM GUARDRAIL PLATES	33
FURNISHING AND INSTALLING THRIE-BEAM MODIFIED BLOCKS	33
CURB REMOVAL (PARTIAL)	34
SAMPLE WORK ORDER	35
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	35
CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)	37
CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)	38
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	40
EQUIPMENT RENTAL RATES (BDE)	47
LIQUIDATED DAMAGES (BDE)	48
PAYMENTS TO SUBCONTRACTORS (BDE)	49
PERSONAL PROTECTIVE EQUIPMENT (BDE)	50
REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)	
SELECTION OF LABOR (BDE)	51
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	51

	Various Routes
	Section 2010-057 GRR
	Various Counties
	Contract 60L35
TRAFFIC BARRIER TERMINAL, TYPE 6 (BDE)	
TRUCK MOUNTED/TRAILER MOUNTED ATTENUATORS (BDE)	

Various Routes Section 2010-057 GRR Various Counties Contract 60L35

## STATE OF ILLINOIS

## SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section 2010-057 GRR, Various Counties, Contract 60L35 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

ROUTE: VARIOUS SECTION: 2010-057 GRR COUNTY: VARIOUS CONTRACT: 60L35

#### LOCATION OF IMPROVEMENT

This work is located on various State maintained arterial and expressway routes located North of and including Illinois Route 38 within the counties of DuPage, Kane, Lake, McHenry and Cook.

#### **DESCRIPTION OF IMPROVEMENT**

The work to be completed under this contract consists of installing guardrail at new locations and repairing existing damaged guardrail and traffic barrier terminals on a work order basis. This work includes removing damaged guardrail components and replacing all removed guardrail components with new material furnished by the Contractor. Guardrail shall be repaired according to the details and standards in the plans.

This work also includes removing damaged traffic barrier terminal components and replacing all removed traffic barrier terminal components with new material furnished by the Contractor.

#### TERM OF CONTRACT

The term of this contract shall be from April 1, 2011 to March 31, 2012.

#### **RENEWAL OF CONTRACT**

This contract may be renewed for the period of April 1, 2012 to March 31, 2013, under the same terms, conditions and unit prices, upon written agreement of both the Illinois Department of Transportation and the Contractor.

#### PROSECUTION OF THE WORK

The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any work on this contract.

#### COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work orders issued during the Term of Contract, including all clean-up work and open all roadways to traffic on or before April 30, 2012.

If this contract is renewed for the period of April 1, 2012 to March 31, 2013, the Contractor shall schedule his/her operations in order to complete all work orders issued during the renewed Term of Contract, including all clean-up work, and open all roadways to traffic on or before April 30, 2013.

The provisions of Article 108.09 of the Standard Specifications shall apply to both contract completion dates.

#### INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are approximate and includes items necessary to repair existing damaged guardrail and an estimate of items necessary to repair damage that may occur during the Term of Contract.

The quantities in the Summary of Quantities may be increased, decreased or deleted. Adjustments in contract unit prices will not be made due to an increase, decrease or deletion of items.

Payment for the work under this contract shall be made according to the schedule of prices in the contract and as herein after described. Prices shall include all labor, materials and equipment necessary to complete the work satisfactorily. Before any payment for work is authorized, for a given work order, all repairs must be completed satisfactorily and the guardrail installation must be functional as intended.

The Contractor is hereby informed and shall understand that payment will be made only for actual quantities utilized and accepted as satisfactory.

## WORK ORDER

No work, except for priority work, is to be performed by the Contractor without the issuance of a work order authorizing the work. Work orders may be issued for this contract from May 1 to April 30 of the Term of Contract. A work order will show the class of work, date issued to the Contractor, work order number, location, item description, and quantity of removals or repairs to be made. Only the amount of replacement or repairs shown on the work order is to be done by the Contractor. If, at the time repairs are being made, it is found that additional work is needed, prior approval must be obtained from the Engineer before work is done.

Any additional work done by the Contractor, without prior approval of the Engineer, will not be paid. A sample work order is included in the special provisions.

The Contractor shall contact the Engineer **by telephone no later than 6:30 AM each work <u>day</u>, or at another time specified by the Engineer, to coordinate and obtain approval for daily work. The Contractor shall not revise the sequence of daily planned work without the Engineer's approval. The Contractor shall contact the Engineer (on a Monday through Friday), <b>and at least <u>24 hours in advance of Saturday, Sunday or holiday work.</u>** 

All work orders except priority work shall be issued by the Engineer to the Contractor at the Engineer's office or at a location as approved by the Engineer.

There is no guaranteed minimum or maximum amount of work order issuance for this unpredictable repair work.

The Contractor **must** inspect in detail **<u>all</u>** work sites as specified in the work order to determine the correct required traffic control and protection obligations and necessary new material requirements before proceeding with the work. In advance of any repair the contractor's supervisory personnel shall be knowledgeable of and fully able to direct their work force to **<u>all</u>** work order locations.

After the work is completed, the Contractor shall initial and record the completion date on the work order, the work order again will be signed and dated by the Engineer when the work has been inspected and accepted. The Contractor will be given one copy of the work order for his/her records.

Priority work will be initiated by a verbal order from the Engineer. This verbal order will always be confirmed by a written work order.

Regular work will be initiated by a written work order from the Engineer.

Winter work will be initiated by a written work order from the Engineer.

## CLASS OF WORK

1. Priority Work

Priority work is defined as work that is required to correct a condition which is an immediate hazard to the public, or is designated by the Engineer to be an immediate hazard of such severity that life and/or property are potentially endangered and first priority corrective action is required.

The location of guardrail and appurtenances to be repaired as priority work shall be determined by the Engineer and may be required at any time between the starting date and the completion date.

2. Regular Work

Regular Work is defined as work that involves those situations where the amount or nature of damage does not pose an immediate hazard to the public. Work of this type shall generally be grouped by locations for efficiency of repair.

3. Winter Work

Winter work is defined as regular work with a work order issue date between December 1 and February 28, inclusive.

Winter work may require the Contractor to remove snow at the repair site prior to repair. Additional equipment may also be required to repair the damaged location due to frozen ground.

## COMPLETION TIME FOR WORK ORDERS

The Contractor shall schedule his/her operations in order to complete a Priority Work Order within seven (7) calendar days after the date issued.

The Contractor shall schedule his/her operations in order to complete a Regular Work Order within twenty-one (21) calendar days after the date issued.

The Contractor shall schedule his/her operations in order to complete a Winter Work Order within twenty-eight (28) calendar days after the date issued.

## CALENDAR DAYS

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four (24) hours later.

A calendar day will be charged for every day shown on the calendar except as follows:

- a) When the temperature or wind chill factor, as officially reported by the United States Weather Bureau at Chicago O'Hare Field, reaches zero degrees Fahrenheit or below during any portion of that day.
- b) When weather conditions, emergency conditions and/or unforeseen highway operational reasons prevent shoulder or lane closures required for the work.
- c) When the Contractor requests and is denied approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer for lane, ramp and shoulder closures required for the work on Freeways and/or Expressways in District One.
- d) During any legal holiday period as defined in Article 107.09 of the Standard Specifications for Road and Bridge Construction.

Various Routes Section 2010-057 GRR Various Counties Contract 60L35

The Contractor shall petition the Engineer in writing within 48 hours for each non-chargeable calendar day request. Failure to petition in time shall be just cause to deny the petition. Approval of non-chargeable calendar day requests shall be by the sole determination of the Engineer.

#### TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

#### STANDARDS:

701006, 701011, 701101, 701201, 701301, 701400, 701401, 701406, 701411, 701501, 701606, 701701, 701801 and 701901.

#### DETAILS:

Traffic Control Detail for Shoulder and Partial Ramp Closures.

#### SPECIAL PROVISIONS:

Work Zone Traffic Control (D-1 Maint.)
Traffic Control Adjacent to Medians and Shoulders
Traffic Control Deficiency Deduction for Pedestrian Barrier and Guardrail Repair
Protection for Damaged Locations
Nighttime Work Zone Lighting (District One)
Traffic Control and Protection (Expressways)
Keeping the Expressway Open to Traffic
Reflective Sheeting on Channelizing Devices (BDE)
Truck Mounted/Trailer Mounted Attenuators (BDE)
Traffic Barrier Terminal, Type 6 (BDE)
Personal Protective Equipment (BDE)

## WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)

Effective: May 30, 2006

Revised: June 15, 2010

Revise Article 701.19 Method of Measurement to read:

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

Revise Article 701.20 Basis of Payment to read:

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

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

## NIGHTTIME WORK ZONE LIGHTING (DISTRICT ONE)

Effective: November 1, 2008

Revised: June 15, 2010

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

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

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

## CONSTRUCTION REQUIREMENTS

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

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

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

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

(a) Lighting Levels. The lighting system shall provide a minimum of 5 foot candles (54 lux) throughout the work area.

For mobile operations, the work area shall be defined as 25 ft (9 m) in front of and behind moving equipment. For stationary operations, the work area shall be defined as the entire area where work is being performed.

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

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

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

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

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

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

- (a) Installation or Removal of Work Zone Traffic Control. The required lighting level shall be provided at each truck and piece of equipment used during the installation or removal of work zone traffic control. Headlights may be operated in the work zone.
- (b) Guardrail, Fence and High Tension Cable Barrier Median Repair. The required lighting level shall be provided by mounting a minimum of one balloon light to each piece of mobile construction equipment used in the work zone. This would include all machines but not include trucks used to transport materials and personnel or other vehicles that are continuously moving in and out of the work zone. The headlights of construction equipment shall not be operated within the work zone.
- (c) Pavement Marking and Raised Reflective Pavement Marker Removal/Installation. The striping truck and the attenuator/arrow board trucks may by operated by headlights alone; however, additional lighting may be necessary for the operator of the striping truck to perform the work.

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

- (d) Sweeping. The required lighting level shall be mounted on the sweeping train vehicles during the sweeping operations. Headlights may be operated in the work zone.
- (e) Layout, Testing, and Inspection. The required lighting level shall be provided for each active area of construction layout, material testing, and inspection. The work area shall be defined as 15 ft (7.6 m) in front and back of the individual(s) performing the tasks.

Nighttime Work Zone Lighting will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

# TRAFFIC CONTROL DEFICIENCY DEDUCTION FOR PEDESTRIAN BARRIER AND GUARDRAIL REPAIR

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Engineer is notified or determines a deficiency exists, the Engineer shall be the sole judge as to whether the deficiency is an immediate safety hazard. When workers are present, the Contractor shall make needed corrections of deficiencies that constitute an immediate safety hazard within 15 minutes of notification. At all other times, the Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within I2 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Resident Engineer's acceptance of the corrections. For this project, the daily deduction will be \_\* per day per deficiency. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

\*The cost of the daily deduction will be calculated by dividing three percent of the awarded contract price by the number of calendar days anticipated for this project. The number of days anticipated for this project is 128. This procedure is to be followed regardless of whether the contract is based upon working days, contains a completion date, or has an incentive/disincentive clause.

## NOTIFICATION OF STATE ELECTRICAL MAINTENANCE CONTRACTOR

The Contractor prior to the commencement of his work, shall notify the State Electrical Maintenance Contractor of his intent to perform this work. Upon request from the Contractor, the State Electrical Maintenance Contractor will locate any State-buried cable, conduit or other electrical facility which may interfere with the Contractor's operations, without charge to him.

Should any damage occur to any State electrical facility through the Contractor's operations, the Contractor shall report the known or suspected damage to the State Maintenance Contractor and the Engineer.

If repairs are needed, the Engineer will authorize the Electrical Maintenance Contractor to effect repairs. All repairs or replacement of damaged equipment shall conform to the requirements of the original installation.

The Electrical Maintenance Contractor shall invoice the Contractor directly for the cost of the repair. A copy of this invoice shall be forwarded to the Engineer. Final payment of the contract shall not be processed until a release from the Electrical Maintenance Contractor is furnished to the Engineer.

No extra compensation shall be allowed the Contractor for compliance with these requirements or for any expense incurred to effect repairs to damaged electrical facilities.

## TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: 3/8/96

Revised: 4/20/10

<u>Description</u>. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

<u>General</u>. 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 on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

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 that were furnished, installed, or 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.

Additional requirements for traffic control devices shall be as follows.

(a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a crash attenuator and arrow board. The attenuator vehicle shall be positioned in the live lane that is being closed or opened in advance of the workers and shall have the arrow panel directing traffic to the adjacent open lane. Failure to meet this requirement will subject to a Traffic Control Deficiency charge. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.

- (b) Sign Requirements
  - (1) Sign Maintenance. 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".
  - (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the exiting posted speed limit, work zone speed limits shall be established and signed as follows.
    - a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 3200' before the closure, shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 RESUMES assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign.
    - b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 RESUMES assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
  - (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
  - (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.

(c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or 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, either Type I or II, or drums shall be equipped with a flashing light.

To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, and exit ramp gores. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.
- (e) Temporary Concrete Barrier Wall. Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of sections of the temporary concrete barrier wall as shown in Standard 704001. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).

## Method of Measurement.

Traffic Control and Protection will not be measured for payment.

All work for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions shall be included in the contract unit prices for the construction item involved. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701406, 701411, 701416, 701426, 701446, 701901 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

#### Basis of Payment.

- (a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.
- (b) Work or revisions in the phasing of construction or maintenance operations may require traffic control to be installed in accordance with a Standard other than those included in the plans. In such cases, the Standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added Standards will be according to Article 109.04. Revisions or modifications to increase the traffic control protection shown in the contract shall be submitted by the Contractor for approval by the Engineer. A reduction of the traffic control shown in the contract will not be allowed.

## KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Effective: March 22, 1996

#### Revised: February 9, 2005

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

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

One lane closures and shoulder closures will **<u>NOT</u>** be permitted during the hours listed on the table for LANE CLOSURE HOUR RESTRICTIONS.

Expressway	Limits	Day of Week	Direction IB/OB	Hours that Lane Closures are <u>NOT</u> Permitted
Edens	Park Ave to Kennedy Jct.	Mon – Fri Sat - Sun		5AM – 9PM 9AM – 8PM
Kennedy	Mannheim to E. River	Mon – Fri Sat – Sun		5AM – 10PM 7AM – 11PM
	E. River to I-290	Mon – Fri Sat – Sun		5AM – 9PM 8AM – 9PM
Eisenhower	IL 83 – Central	Mon – Fri Sat – Sun		5AM – 9PM 8AM – 9PM
	Central – Wells & Roosevelt Rd. Ext.	Mon – Fri Sat – Sun		5AM – 8PM 10AM – 8PM
I-290 Ext/IL 53	IL 68 – IL 83	Mon – Fri Sat – Sun	IN OUT	5AM – 10AM 2PM – 9PM 5AM – 9AM 1PM – 9PM 11AM – 9PM
I-355	Army Trail - Thorndale	Mon – Fri Sat – Sun		5AM – 10AM 2PM – 8PM 9AM – 8PM

## LANE CLOSURE HOUR RESTRICTIONS

## LANE CLOSURE HOUR RESTRICTIONS (cont.)

Elgin-O'Hare	US 20 – Irving Park	Mon – Fri Sat - Sun	5AM – 9AM No	3PM – 7PM Restrictions
	Irving Park – IL 53	Mon – Fri Sat – Sun	5AM – 9PM 9AM – 7PM	

Stevenson	County Line to	Mon – Fri		5AM – 9PM	
	Lake Shore Dr	Sat – Sun		8AM – 8PM	
I-55 (Will &	Reed Rd – Weber	Mon – Fri	IN	5AM – 10AM	2PM – 8PM
DuPage Co.)			OUT	5AM – 9AM	1PM – 8PM
		Sat – Sun		9AM – 7PM	-
				-	
	Weber – County	Mon – Fri		5AM – 9PM	
	Line	Sat – Sun		9AM – 8PM	
Dan Ryan	$96^{th} - 31^{st}$	Mon – Fri	IN	5AM – 10AM	2PM – 8PM
			OUT	6AM – 9AM	1PM – 9PM
		Sat – Sun		10AM – 8PM	
	31 <sup>st</sup> – I-290	Mon – Fri		5AM – 9PM	
		Sat – Sun		7AM – 9PM	
Bishop Ford	I-80/94 – 130 <sup>th</sup>	Mon – Fri	IN	5AM – 10AM	2PM – 8PM
			OUT	6AM – 9AM	1PM – 9PM
		Sat – Sun		9AM – 9PM	
	*h *h				
	$130^{th} - 96^{th}$	Mon – Fri		5AM – 8PM	
		Sat – Sun		8AM – 9PM	
IL 394	Sauk Trail – I-80/94	Mon – Fri	IN	5AM – 10AM	2PM – 8PM
			OUT	6AM – 9AM	1PM – 9PM
1.0		Sat – Sun			
Kingery	State Line – I-294	Mon – Fri		5AM – 9AM	2PM – 7PM
		Sat – Sun		10AM – 7PM	0014 0014
I-80 (w/o I-294)	Kendall Line –	Mon – Thu	IN	5AM – 10AM	2PM – 8PM
	Larkin	Cat Cum	OUT	5AM – 9AM	1PM – 8PM
		Sat – Sun		11AM – 8PM	
	Larkin – LaGrange	Mon – Fri		5AM – 9PM	
	Laikin – LaGrange	Sat – Sun		10AM – 9PM	
		Sat – Sult		TUAIN - 9FIN	
	LaGrange – I-294	Mon – Fri	IN	5AM – 10AM	2PM – 8PM
			OUT	5AM – 9AM	1PM – 8PM
		Sat – Sun	001	11AM – 9PM	
1-57	Kankakee Line –	Mon – Fri	1	5AM – 9AM	3PM – 8PM
	Steger	Sat – Sun		No	Restrictions
	Steger – 175th	Mon – Fri		5AM – 9PM	
		Sat – Sun		9AM – 9PM	
	175th – Dan Ryan	Mon – Fri		5AM – 10AM	2PM – 8PM
				5AM – 9AM	1PM – 9PM
		Sat – Sun			

Direction of Travel: IN = all direction of travel towards the City of Chicago, Out = all direction of travel away from the City of Chicago

## Friday daytime closures will not be permitted on any expressway.

Additional restrictions may be required at major convergences or divergences and other areas of complex lane geometry.

All shoulder closures and partial ramp closures will not be permitted 5:00 AM to 9:00 AM and from 3:00 PM to 8:00 PM during week.

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

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

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

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

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) without a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a half (1/2) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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

## TRAFFIC CONTROL STANDARDS ADJACENT TO MEDIANS AND SHOULDERS

Standard 701006 is used where at any time, any vehicles, equipment, workers or their activities will encroach in the area closer than 15 feet but not closer than 2 feet to the edge of pavement.

Standard 701101 is used where at any time, any vehicles, equipment, workers or their activities will encroach in the area closer than 15 feet up to the edge of pavement. When the work area is in a median and where at any time, any vehicles, equipment, workers or their activities will also encroach in the area closer than 15 feet to the edge of pavement for opposing traffic, additional signs shall be placed for opposing traffic according to Standard 701101.

## CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES

Extreme care shall be exercised when driving posts since there are drainage structures, storm sewers, sign foundations, culverts, electrical and surveillance conduit, and other existing objects within the immediate work limits of this project. Operations are to be conducted in a manner which will minimize damage to the surrounding area.

The Contractor shall be held responsible for any damage to existing structures resulting from his operations. The Contractor shall, at his own expense, restore the damaged structures to a condition equal to that existing before such damaged was done by repairing, rebuilding or replacing it as directed by the Engineer. Where, in the opinion of the Engineer, the Contractor through his operations has excessively damaged the surrounding area, the Contractor shall restore the surrounding area to a condition meeting the satisfaction of the Engineer at his own expense.

No extra compensation will be allowed the Contractor for compliance with this requirement.

## THE CONTRACTOR'S LIABILITY

The trees, shrubs and seeded areas on or adjacent to the work should be protected from unnecessary damage by the Contractor's operations in a manner satisfactory to the Engineer. The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in the execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials. Such responsibilities shall not be released until the work has been completed and accepted according to the requirements of these Special Provisions.

Damage to any property, public or private, shall be repaired by the Contractor to a condition equivalent to its original condition at no cost to the Department.

#### PROTECTION FOR DAMAGED LOCATIONS

The Contractor shall be required to install and maintain barricades with flashing lights at priority locations that have not been repaired within (7) seven calendar days after the date of the issuance of the work order.

The Department will initially have barricades installed at the priority locations and the Contractor will have the option to assume the cost of these rented barricades after the (7) seven days referred to above or have the barricades replaced with others. If the Contractor fails to exercise either of the above options, he shall be liable to the Department in the amount of \$1.00 per barricade per day, not as a penalty but as liquidated damages.

#### **REMOVAL OR REPAIR OF GUARDRAIL**

No guardrail shall be removed from State right-of-way under this contract unless each section to be removed is clearly marked for removal. A representative of the Department of Transportation will paint an "X" on each piece of guardrail to be removed. The type and quantity of each piece so marked will be listed on a work order. This work order, when issued to the Contractor by a State Representative, will be authorization for the removal or repair of the guardrail.

Material removed from State right-of-way will be disposed of by the Contractor outside the rightof-way limits at locations provided by him. None of this material shall be reused on this project. The removal, transportation and storage of material removed from the State right-of-way under this contract will not be paid for separately, but the cost thereof shall be included in the contract unit price for replacement items.

New material shall conform to the dimensions and shapes of the material to be replaced except as noted, and shall meet the requirements as specified under each item in these Special Provisions and on the plans. Damaged guardrail that has been removed shall be totally and completely replaced on the same day that it has been removed.

Any ground HMA material adjacent to a concrete footing, which is removed or disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the Engineer after the work has been completed. This restoration will not be paid for separately but shall be considered incidental to this item of work.

After the work is completed, the Contractor shall mark a rail element plate in the repair area using a paint stick with the work order number and date of repairs.

Immediately after the specified repairs have been made, all nut, bolts, washers, posts, rail elements and any other guardrail components, damaged or undamaged, which are to be scrapped, shall be completely removed from the State right-of-way. Failure to do so will be cause for rejection of work.

The Contractor shall install and maintain a minimum of two Type I or Type II Barricades with flashing warning lights for each direction of traffic per damaged location. Additional barricades will be required for each additional length of 25 feet of damaged guardrail per direction of traffic or as directed by the Engineer.

The cost of furnishing, installing, maintaining and removal of the Type I or Type II Barricades will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

## VERTICAL ADJUSTMENT OF GUARDRAIL POST

This work consists of adjusting existing steel plate beam guardrail vertically to the height shown in the plans at locations determined and marked by the Engineer. It may be necessary for the Contractor to loosen and/or remove and replace the rail elements in order to adjust the guardrail to the required elevation.

Steel plate beam guardrail to be adjusted vertically will be measured per each guardrail post adjusted vertically.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for GUARDRAIL POST-VERTICAL ADJUSTMENT, measured as specified.

## FURNISHING AND INSTALLING RAIL ELEMENT PLATES

This work consists of removing all sections of damaged rail element plates including all associated hardware, and furnishing and installing new 12-gauge guardrail elements including all necessary hardware where directed by the Engineer.

Plates, nuts, bolts, washers and other hardware shall be galvanized and shall match the original and adjacent installation as to type and design.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered incidental to "Furnishing and Installing Rail Element Plates".

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

<u>Method of Measurement</u>: In order to clarify measurement and payment for work, the standard length of rail element plate shall be considered to be 12'-6". In the event existing damaged rail element plates to be removed and replaced measures 25 feet in length, they shall be considered as two (2) rail element plates of standard 12'-6" length.

Basis of Payment: This work shall be paid for at the contract unit price each for "FURNISHING AND INSTALLING RAIL ELEMENT PLATES".

## FURNISHING AND INSTALLING RADIUS RAIL ELEMENT PLATES

This work consists of removing all sections of damaged rail element plates including all associated hardware, and furnishing and installing new 12-gauge guardrail curved elements including all necessary hardware where directed by the Engineer. Plates, nuts, bolts, washers and other hardware shall be galvanized and shall match the original and adjacent installation as to type and design.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for "Furnishing and Installing Radius Rail Element Plates".

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be considered included in the contract unit bid price for the pay items involved.

The guardrail element plates will be factory fabricated to the radius of curvature necessary to match the existing guardrail configuration or as specified by the Engineer.

In order to clarify measurement and payment for work, the standard length of radial rail element plate shall be considered to be 12'-6". In the event existing damaged rail element plates to be removed and replaced measures 25 feet in length, they shall be considered as two (2) rail element plates of standard 12'-6".

If any portion of a standard 12'-6" rail element plate is factory fabricated to a radial shape the rail element plate shall be paid as one Radius Element Plate each.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per each for "FURNISHING AND INSTALLING RADIUS RAIL ELEMENT PLATES".

#### FURNISHING AND SETTING STEEL POSTS, MODIFIED

This work consists of removing the post which is to be replaced, unbolting the rail elements, and furnishing and setting a new post. The replacement posts, 4" X 6" WF steel with welded base plate, shall conform to the length, size and type of the original installation of single or double faced steel plate beam guardrail. Posts mounted on an existing culvert shall be replaced according to the applicable portions of Standard 630101 or as directed by the Engineer. Sheared bolts shall be replaced in kind. Replacement of sheared bolts, concrete work around the bolts, and any culvert cover fill removal and replacement will not be paid for separately, but shall be considered incidental to the contract unit price for furnishing and setting steel posts, modified. New steel posts and base plates shall be galvanized after fabrication, and shall match the configuration of the existing installation.

This work shall also include attaching posts to culvert head walls, decks, or retaining walls and shall include any and all port sizes, attachment configurations, methods, or hardware which may be necessary to conform to existing conditions and wall shapes.

Basis of Payment: This work shall be paid for at the contract unit price each for "FURNISHING AND SETTING STEEL POSTS, MODIFIED".

#### FURNISHING AND INSTALLING SINGLE END SECTIONS

This work consists of removing damaged single end sections along with all nuts, bolts, washers and other hardware connected with the damaged end sections as directed by the Engineer and furnishing and installing new 12-gauge end sections, all nuts, bolts, washers and other hardware necessary for the installation of the single end sections on single element guardrail. The end sections are to match the existing and adjacent guardrail as to type and design and are to be galvanized to conform with the original and adjacent installation. Refer to Standard 630001.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work shall be paid for at the contract unit price each for "FURNISHING AND INSTALLING SINGLE END SECTIONS".

#### FURNISHING AND INSTALLING RETURN END SECTIONS

This work consists of removing damaged return end sections along with all nuts, bolts, washers and other hardware connected to the damaged end sections as directed by the Engineer and furnishing and installing new 12-gauge end sections, all nuts, bolts, washers and other hardware necessary to the installation of return end section on double element guardrail.

The end sections are to match the existing and adjacent guardrail as to type and design and are to be galvanized to conform with the original and adjacent installation. Refer to Standard 631021.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work will be paid for at the contract unit price each for "FURNISHING AND INSTALLING RETURN END SECTIONS".

## FURNISHING AND INSTALLING CONNECTING END SECTIONS

(Varied Types - Refer to Standard 631046)

This work consists of removing damaged end sections and furnishing and installing new end sections that are connected to an existing concrete structure. Replacing anchor bolts and concrete repairs when required, and all nuts, bolts, washers and other hardware, will be incidental to this item. Other components such as posts and rail elements at the work location, if damaged, will be replaced and paid for according to the provisions in this contract for similar items. All work and material will be in conformity with applicable plans and specifications in this contract.

Basis of Payment: This work will be paid for at the contract unit price each for "FURNISHING AND INSTALLING CONNECTING END SECTIONS".

## STEEL RAILING (SPECIAL)

This work shall consist of furnishing and installing Bridge Rail and Bridge Rail Posts according to Section 509 of the Standard Specifications and the following:

This work consists of removing all sections of damaged bridge rail and bridge rail posts including all associated hardware, and furnishing and installing new bridge rail and bridge rail posts including all necessary hardware where directed by the Engineer. Plates, nuts, bolts, washers and other hardware shall be galvanized and shall match the original and adjacent installation as to type and design.

The Contractor shall adjust and realign existing bridge rail adjacent to rail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered included in the work.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work shall be paid for at the contract unit price per foot for "STEEL RAILING (SPECIAL)".

#### FURNISHING AND SETTING STEEL POSTS

This work consists of removing the damaged guardrail posts (6'-9" or 7'-6" in length) and replacement with new W6 X 9 or W6 X 8.5 or "C" shape steel posts, whichever length conforms with the present installation of single, thrie-beam or double faced steel plate beam guardrail being repaired and in accord with the standards shown.

The 7'-6" long posts are designed for use at the top of slopes steeper than 3:1 and where single or double beams and channels are to be mounted 2'-6-1/2" above ground level, as measured to the top of the rail.

New steel posts shall be galvanized to match the existing installation. All work shall conform with applicable standards and as directed by the Engineer.

Also, included in this item is any and all hard digging that may be necessary due to (but not limited to), buried utility proximity, and also the coring of an appropriate size hole through Portland Cement Concrete (but not limited to), HMA or other hard finished surface.

Basis of Payment: This work shall be paid for at the contract unit price each for "FURNISHING AND SETTING STEEL POSTS".

#### **REALIGNING POSTS**

At designated locations of steel plate beam guardrail where the existing undamaged posts can be realigned and restored to the proper alignment without removing said posts from the ground, the posts shall be so plumbed and realigned by a method which does not require the pulling of the posts out of the existing post holes. The posts shall be straightened with their front faces on the line shown on the plans, or as ordered by the Engineer and with their tops and bolt holes at the correct height so that the rail element plates bolted to them will be parallel to the surface of the shoulder.

The work as described under this Special Provision entitled "Realigning Posts" shall be included in the contract unit bid price for the pay items involved.

#### **REMOVING AND RESETTING POSTS**

This work consists of unbolting rail elements, removing and resetting existing undamaged steel plate beam guardrail posts to the proper alignment and elevation, including excavating and backfilling and refastening all loosened rail elements, all according to the applicable portions of the Standard Specifications at locations directions by the Engineer.

The reset posts shall be according to Standard 630001 and as approved by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for "REMOVING AND RESETTING POSTS".

#### FURNISHING AND INSTALLING SPLICE PLATE 12"

This work consists of removing damaged splice plates (Plate "A", Standard 630001), furnishing and installing new splice plates and all nuts, bolts and hardware necessary thereto as directed by the Engineer.

The splice plates will not be paid for separately, but shall be included in the contract unit bid price for "Furnishing and Installing Rail Element Plates".

#### FURNISHING AND INSTALLING GUARDRAIL CHANNEL

This work consists of removing the damaged channel which is being replaced and furnishing and installing the new 6'-8.2# X 12'-6" channel where directed by the Engineer to conform with the present installation of steel plate beam guardrail including any new bolts or hardware needed to complete the work

<u>Method of Measurement</u>: In order to clarify measurement and payment for work, the standard length of guardrail channel shall be considered to be 12'-6". In the event existing damaged guardrail channel to be removed and replaced measures 25 feet in length, they shall be considered as two (2) guardrail channels of standard 12'-6" length.

Basis of Payment: This work will be paid for at the contract unit prices each for "FURNISHING AND INSTALLING GUARDRAIL CHANNEL".

#### FURNISH AND SET STEEL POSTS, SPECIAL

This work consists of removing posts set in concrete, unbolting the rail elements, and furnishing and setting a new post in Portland Cement.

Also, included in this item is any and all hard digging that may be necessary due to (but not limited to), buried utility proximity, and also the coring of an appropriate size hole through Portland Cement Concrete (but not limited to), HMA or other hard finished surface.

Where existing damaged posts are set in concrete the Contractor shall remove the damaged post and concrete, dig or auger a new hole twelve (12) inches in diameter, thirty (30) inches deep, and set a new W6 X 9 or W6 X 8.5 or "C" Shaped Steel post of the same length as that removed in concrete on the same alignment and at the proper height to coincide with the adjacent and adjoining guardrail. New steel posts shall match the existing installation.

Where existing damaged posts are <u>not</u> set in concrete and are <u>shorter</u> than the length specified in the appropriate standard due to impervious material or underground utilities encountered, the new steel posts shall be set in concrete in accord with the details as shown in Standard 630001 and at the proper height to coincide with the adjacent guardrail. New steel posts shall match the existing installation.

Basis of Payment: This work shall be paid for at the contract unit price each for "FURNISHING AND SET STEEL POSTS, SPECIAL".

#### FURNISHING AND INSTALLING GUARDRAIL BLOCKS

This work consists of removing and replacing existing damaged guardrail block-outs including unbolting and re-bolting rail elements including thrie beam rail elements, bolts, nuts, washers and other accessories to be replaced.

Replacement block-outs shall be the same dimensions as the existing damaged block-outs and shall conform to the details and standards included in the plans.

The guardrail block-outs used as replacements at locations of STEEL PLATE BEAM GUARDRAIL SPECIAL, shall be untapered block-outs as shown in the detail included in the plans.

Basis of Payment: This work shall be paid for at the contract unit price each for FURNISHING AND INSTALLING GUARDRAIL BLOCKS.

#### FURNISHING AND INSTALLING TRAFFIC BARRIER TERMINAL TYPE 1, NOSE

This work consists of removing and disposing of the damaged nose piece and related hardware holding it in place and installing a new nose as directed by the Engineer. If the Engineer determines damage has occurred to other portions of the traffic barrier terminal, the pay item for Furnishing and Installing Traffic Barrier Terminal Type 1, Special will be used. This item shall also include the furnishing and installing of a Direct Applied Reflectorized Terminal Marker which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and the plans.

Basis of Payment: This work will be paid for at contract unit price each for FURNISHING AND INSTALLING TRAFFIC BARRIER TERMINAL TYPE 1, NOSE.

#### TRAFFIC BARRIER TERMINAL TYPE 1B

This work consists of furnishing and installing all new component parts for Traffic Barrier Terminal Type 1B according to the Standard Specifications, and all of the requirements of the standards. This item will be used primarily at locations adjacent to existing fill slopes. All earth work (excavating and backfilling) and seeding shall not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

Included in this item is the complete removal of an existing damaged or undamaged terminal section having a length of approximately twenty-five (25) feet, where the rail element is twisted 90, terminating at an end post flush with the ground. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed.

The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed.

After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Engineer.

Also included in this item is the complete removal of an existing damaged Traffic Barrier Terminal Type 1 or 1A. The Engineer will make this determination and inform the Contractor prior to commencing repairs.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work will be paid for at the contract unit price each for "TRAFFIC BARRIER TERMINAL TYPE 1B".

## TRAFFIC BARRIER TERMINAL TYPE 1, (SPECIAL)

This work shall consist of furnishing and installing Traffic Barrier Terminal Type 1, Special of the type specified by the Engineer according to Section 631 and the following:

All Terminals shall meet the testing criteria contained in the National Cooperative Highway Research Program (NCHRP) Report 350 and be approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminal section shall provide a minimum length of need of 37.5 ft (11.4 m).

Included in this item is the complete removal of an existing damaged or undamaged terminal section having a length of approximately fifty (50) feet, where the rail element is twisted 90, terminating at an end post flush with the ground. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Engineer.

Also included in this item is the complete removal of an existing damaged or undamaged Traffic Barrier Terminal Type 1, Traffic Barrier Type 1A, Traffic Barrier Terminal Type 1, Special and any guardrail necessary to accommodate the new Traffic Barrier Terminal Type 1, Special. The Engineer will make this determination and inform the Contractor prior to commencing repairs. All old posts shall be removed and the remaining holes shall be filled with sand or other suitable material approved by the Engineer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This item shall also include the furnishing and installing of a Direct Applied Reflectorized Terminal Marker which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and as shown in the plans and shall be included in the contract unit bid price for the pay items involved.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price each for "TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT) and for TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (FLARED)".

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

## TRAFFIC BARRIER TERMINAL TYPE 2

This work consists of furnishing and installing all new component parts for Traffic Barrier Terminal Type 2 according to of the Standard Specifications, and all of the requirements of the standards, at the locations as specified by the Engineer. It shall also include a radius installation.

Included in this item is the complete removal of an existing damaged or undamaged terminal section having a length of approximately twenty-five (25) feet, where the rail element is twisted 90, terminating at an end post flush with the ground. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Engineer.

Also included in this item is the complete removal of an existing damaged Traffic Barrier Terminal Type 2. The Engineer will make this determination and inform the Contractor prior to commencing repairs.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work shall be paid for at the contract unit price each for "TRAFFIC BARRIER TERMINAL TYPE 2".

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

## TRAFFIC BARRIER TERMINAL TYPE 3, (SPECIAL)

This work shall consist of furnishing and installing traffic barrier terminals according to Section 631 and the following.

Terminals shall be designed for bidirectional impacts and shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 230 for terminal tested prior to May 16, 1994 or Report 350 for terminals tested after that date, and will have been approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the time to which it is attached.

The Contractor may, without additional compensation, use the C.A.T. Impact Attenuating System by Syro Steel Company, QuadGuard by Energy Absorption Systems, Inc., REACT 350, or an approved equivalent may be used.

Included in this item is the complete removal of an existing damaged or undamaged, single or double rail terminal section having a length of approximately twenty-five (25) feet, where the rail element is twisted 90, terminating at an end post flush with the ground. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Engineer.

Also included in this item is the complete removal of an existing damaged Traffic Barrier Terminal Type 3, 3A or Traffic Barrier Terminal Type 3, Special. The Engineer will make this determination and inform the Contractor prior to commencing repairs. All posts, rail element plates and related components of the existing terminal section, as well as any length of the guardrail types needed to accommodate the new Traffic Barrier Terminal Type 3 Special, shall be removed.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved. This item shall also include the furnishing and installing of two (2) Direct Applied Reflectorized Terminal Markers which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and the plans.

Basis of Payment: This work shall be paid for at the contract unit price each for "TRAFFIC BARRIER TERMINAL TYPE 3, (SPECIAL)".

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

#### FURNISHING AND INSTALLING TRAFFIC BARRIER TERMINAL TYPE 3 SPECIAL, NOSE

This work consists of removing and disposing of the damaged nose piece and related hardware holding it in place and installing a new nose as directed by the Engineer. If the Engineer determines damage has occurred to other portions of the traffic barrier terminal, the pay item for Furnishing and Installing Traffic Barrier Terminal Type 3, Special will be used. This item shall also include the furnishing and installing of two (2) Direct Applied Reflectorized Terminal Markers which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and the plans.

Basis of Payment: This work will be paid for at the contract unit price each for FURNISHING AND INSTALLING TRAFFIC BARRIER TERMINAL TYPE 3 SPECIAL, NOSE.

#### TRAFFIC BARRIER TERMINAL TYPE 6, 5 & 5A

This work consists of furnishing and installing all new component parts for Traffic Barrier Terminal Type 6 according to the Standard Specifications, and all of the requirements of the Standards at the locations as specified by the Engineer.

Also included in this item is the complete removal of an existing damaged or undamaged sub standard, Traffic Barrier Terminal Type 6 or Type 7 and whatever else may be existing. The Engineer will make this determination and inform the Contractor before commencing repairs. All posts, rail element plates and related components of the existing terminal section, as well as any length of the guardrail types needed to accommodate the new Traffic Barrier Type 6, 5 or 5A shall be removed. Included in this item are all shims and blocks required by the Engineer to facilitate proper attachment to structure walls.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved. This work shall also include any nonstandard sized or shaped blocks or hardware required to fit existing conditions.

The furnishing and installing of transition plates (Thrie-Beam to "W" Section) and all necessary hardware will not be paid for separately, but shall be included in the cost of "Furnishing and Installing Thrie-Beam Guardrail Element Plates".

Basis of Payment: This work will be paid for at the contract unit price each for "TRAFFIC BARRIER TERMINAL TYPE 6, 5 or 5A.

Various Routes Section 2010-057 GRR Various Counties Contract 60L35

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1**

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminal Type 1 according to the applicable portions of the Standard Specifications, Standard B.L.R. 23, and the plans, at the locations as specified by the Engineer. This item shall be used primarily at locations where existing utility and/or geometrics preclude the upgrading to current standard Traffic Barrier Terminal Type 1, Special.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

Also included in the contract unit bid price for this item is all earth work (excavating and backfilling) and seeding that may be required to complete this work. This item shall also include the furnishing and installing of a Direct Applied Reflectorized Terminal Markers which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and as shown in the plans and shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work will be paid for at the contract unit price each for "REPAIR TRAFFIC BARRIER TERMINAL TYPE 1".

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1B**

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminal Type 1B according to the applicable portions of the Standard Specifications, Standard 631006, and the plans, at the locations as specified by the Engineer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

Also included in the contract unit bid price for this item is all earth work (excavating and backfilling) and seeding that may be required to complete this work.

Basis of Payment: This work will be paid for at the contract unit price each for "REPAIR TRAFFIC BARRIER TERMINAL TYPE 1B".

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL**

This work consists of removing and replacing all damaged components from the approach nose of the terminal, up to and including the second post and the first 25 feet of rail element plate according to the Standard Specifications and at the locations as specified by the Engineer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to or within the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, excavating, filling post holes or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This item shall also include the furnishing and installing of a Direct Applied Reflectorized Terminal Marker, if needed, which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and the plans and shall be included in the contract unit bid price for the pay items involved.

The entire 25' rail element plate shall be replaced when an existing rail element plate is damaged. Replacement of the 25' rail element plate shall not be included in the measurement for payment but shall be considered included in the cost of this item. Also included in the cost of this item are cable assemblies, noses and all other hardware.

Basis of Payment: This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL.

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL- POST**

This work consists of removal and replacement of a damaged post and related hardware of a Traffic Barrier Terminal Type 1 Special according to the Standard Specifications and at the locations as specified by the Engineer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

The cost of removing and replacing all damaged components from the approach nose of the terminal, up to and including the second post and the first 25 feet of rail element plate will be paid for separately.

Basis of Payment: This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL POST.

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL - RAIL ELEMENT PLATE**

This work consists of removal and replacement of a damaged 25' rail element plate and related hardware of a Traffic Barrier Terminal Type 1, Special according to the Standard Specifications and at the locations as specified by the Engineer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

The cost of removing and replacing all damaged components from the approach nose of the terminal, up to and including the second post and the first 25 feet of rail element plate will be paid for separately.

Basis of Payment: This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL RAIL ELEMENT PLATE.

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 2**

This work consists of removing damaged components of existing Traffic Barrier Terminal Type 2 in accord with applicable portions of the Standard Specifications, Standard 631011, and at the locations as specified by the Engineer. This shall also include radius Type 2 locations.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, excavating or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work will be paid for at the contract unit price each for "REPAIR TRAFFIC BARRIER TERMINAL TYPE 2".

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 3, SPECIAL**

This work consists of removing damaged components of existing Traffic Barrier Type 3, Special in accord with the Standard Specifications and the locations as specified by the Engineer.

The Contractor shall adjust and realign rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, excavating or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved. This item shall also include the furnishing and installing of two (2) Direct Applied Reflectorized Terminal Markers which shall comply with the applicable portions of the contract special provisions for GUARDRAIL DELINEATION and the plans.

Basis of Payment: This work will be paid for at the contract unit price each for "REPAIR TRAFFIC BARRIER TERMINAL TYPE 3, SPECIAL".

When concrete is encountered poured around terminal posts, any additional work required in removing existing posts or installing new ones shall be paid for by using the item "Furnish and Set Steel Posts, Special" as described elsewhere in these special provisions and as specified by the Engineer.

#### REPAIR TRAFFIC BARRIER TERMINAL TYPE 4, 5, 5A, 6 AND 8

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminals Type 5, 6 and 8 in accord with the applicable portions of Section 630, Standards 631021, 631026, 631031, 631036 and the plans, at the locations as specified by the Engineer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning, excavating or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved. This work shall also include any nonstandard sized or shaped blocks or hardware required to fit existing conditions.

The furnishing and installing of transition plates (Thrie-Beam to "W" Section) and all necessary hardware will not be paid for separately, but shall be included in the cost of "Furnishing and Installing Thrie-Beam Guardrail Element Plates".

Basis of Payment: This work will be paid for at the contract unit price each for "REPAIR TRAFFIC BARRIER TERMINAL", of the type specified.

#### REPAIR STEEL PLATE BEAM GUARDRAIL TYPE B AND C

This work consists of removing and replacing damaged steel plate beam guardrail Type B and C with all new components according to the applicable portions of the Standard Specifications, Standard 630001 and as directed by the Engineer. This work shall include proper disposal of damaged guardrail.

Steel Plate Beam Guardrail Type B is utilized to stiffen the guardrail as it approaches a more rigid barrier, such as a concrete structure, by utilizing a post spacing of 3'-1-1/2".

In the event the end section that is connected to the concrete structure is damaged, its replacement will be measured and paid for separately as "Furnishing and Installing Connecting End Section" as described elsewhere in these Special Provisions.

Steel Plate Beam Guardrail Type C consists of guardrail mounted on a concrete structure, with block-outs spaced 3'-1-1/2" and anchored to the concrete structure with two unit expansion anchors. Steel posts are not utilized in this installation.

<u>Method of Measurement</u>: Repair Steel Plate Guardrail Type B and Type C will be measured in linear feet. The length paid for will be the overall length measured along the top edge of the rail element to the limits as designated and marked by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for REPAIR STEEL PLATE BEAM GUARDRAIL, of the type specified.

#### FURNISHING AND INSTALLING THRIE-BEAM GUARDRAIL ELEMENT PLATES

This work consists of removing damaged Thrie-Beam Guardrail Element Plates, including all associated hardware, and furnishing and installing new Thrie-Beam Guardrail Element Plates, including all necessary hardware and metal blockouts according to the details as shown on the plans and as directed by the Engineer.

The Contractor shall adjust and realign guardrail element plates adjacent to guardrail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

The furnishing and installing of transition plates (Thrie-Beam to "W" Section) and all necessary hardware will not be paid for separately, but shall be included in the cost of "Furnishing and Installing Thrie-Beam Guardrail Element Plates".

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to complete the installation will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

<u>Method of Measurement</u>: In order to clarify measurement and payment for work, the standard length of thrie-beam guardrail element plates shall be considered to be 12'-6". In the event existing damaged guardrail element plates to be removed and replaced measures 25 feet in length, they shall be considered as two (2) guardrail element plates of standard 12'-6" length.

Basis of Payment: This work shall be paid for at the contract unit price each for "FURNISHING AND INSTALLING THRIE-BEAM GUARDRAIL ELEMENT PLATES", which price shall include realigning adjacent guardrail element plates and/or posts and all associated hardware as specified by the Engineer.

<u>NOTE</u>: In the event a thrie-beam connecting end section attached to a concrete structure is damaged, the removal, replacement and basis of payment shall be according to the special provisions titled "FURNISHING AND INSTALLING CONNECTING END SECTIONS" found elsewhere in these Special Provisions.

#### SEEDING

Damage to turf areas shall be repaired as specified for Seeding, Class 2A in the applicable portions of Section 250 with the following requirements:

- The seeding period shall be from August 15th to October 1st, and from April 1st to April 30th.
- Damage occurring after October 1st will be cared for between April 1st and April 30th of the following year.

• This work will not be paid for separately but shall be included in the contract unit bid price for the pay items involved.

#### FINAL CLEAN-UP

All final clean up shall conform to the requirements set forth in Article 104.06 for Road and Bridge Construction.

This will be required at each location where repair has been completed.

#### ENGINEER'S FIELD OFFICE

A field office will not be required for this improvement. The Contractor shall furnish a telephone pager and service meeting the approval of the Engineer which shall be included in the contract unit bid price for the pay items involved.

#### CLEARING

The Contractor is hereby informed and shall understand that at some locations of repairs built up earth and/or debris, water, ice, snow, shrubs, brush, branches, tree limbs, weeds and other vegetation may be encountered that must be removed in order to make the necessary repairs. The clearing of shrubs, brush, branches, limbs, weeds, built up earth and debris, and other vegetation as well as any equipment and labor required to deal with existing water regardless of depth shall be considered included as part of the contract and no additional compensation provided. All work shall be done in a neat and workmanlike manner and to the satisfaction of the Engineer.

#### SPRAY PAINT AND FLAGGING RIBBON

The Contractor shall furnish the necessary spray paint, paint sticks and flagging ribbon required for the marking of components for removal. The paint and ribbon shall be iridescent red, iridescent orange, or a color as specified by the Engineer. The furnishing of spray paint, paint sticks and flagging ribbon will not be paid for separately and the cost will be included in the contract unit bid price for the pay items involved.

#### FURNISHING AND SETTING THRIE BEAM POSTS

This work consists of removing the damaged guardrail posts (6'-9" or 7'-6" in length) and replacement with new W6 X 9 or W6 X 8.5 or "C" shape steel posts, whichever length conforms with the present installation of thrie-beam faced steel plate beam guardrail being repaired and in accord with the standards shown.

The 7'-6" long posts are designed for use at the top of slopes steeper than 3:1 and where single or double beams and channels are to be mounted 2'-6-1/2" above ground level, as measured to the top of the rail.

New steel posts shall be galvanized to match the existing installation. All work shall conform with applicable standards and as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for FURNISHING AND SETTING THRIE BEAM POSTS.

#### FURNISHING AND INSTALLING THRIE-BEAM GUARDRAIL PLATES

This work consists of removing all sections of damaged thrie beam guardrail radius plates including all associated hardware, and furnishing and installing new 12-gauge guardrail curved elements including all necessary hardware where directed by the Engineer. Plates, nuts, bolts, washers and other hardware shall be galvanized and shall match the original and adjacent installation as to type and design.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

The guardrail element plates will be factory fabricated to the radius of curvature necessary to match the existing guardrail configuration or as specified by the Engineer.

In order to clarify measurement and payment for work, the standard length of radial rail element plate shall be considered to be 12'-6". In the event existing damaged rail element plates to be removed and replaced measures 25 feet in length, they shall be considered as two (2) rail element plates of standard 12'-6".

If any portion of a standard 12'-6" rail element plate is factory fabricated to a radial shape the rail element plate shall be paid as one Thrie-Beam Guardrail Radius Plate each.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per each for FURNISHING AND INSTALLING THRIE-BEAM GUARDRAIL RADIUS PLATES.

#### FURNISHING AND INSTALLING THRIE-BEAM MODIFIED BLOCKS

This work consists of removing the damaged block which is being replaced, unbolting the thriebeam rail element or elements, including thrie-beam rail element or elements, and furnishing and installing a new thrie-beam modified block. The new block shall be as shown in the plans.

All nuts, bolts, washers, and other hardware required shall be included and shall be included in the contract unit bid price for the pay items involved.

Basis of Payment: This work shall be paid for at the contract unit price each for FURNISHING AND INSTALLING THRIE-BEAM MODIFIED BLOCKS.

#### CURB REMOVAL (PARTIAL)

Included in this work is all related transitional work, grading, shoulder widening, roadside turf restoration and any other work required in advance of and adjacent to traffic barrier terminals to be repaired to comply with all details and standards in the plans.

This work shall consist of the partial depth removal of the existing concrete curb to an elevation 1-1/2 inches above the existing gutter flowline where the existing curb and gutter in advance of and adjacent to the guardrail terminal section repair location has a curb height greater than two (2) inches. This work shall be done according to the applicable portions of Section 440 and according to the details and standards in the plans, at locations for "Furnishing and Installing Traffic Barrier Terminal Type 1 Special", and for "Repair Traffic Barrier Terminal Type 1 Special", and as directed by the Engineer.

The Contractor shall remove the top portion of the existing curb in a manner which will provide a smooth straight line by using a self-propelled cold milling process, a concrete sawing process, or a process approved by the Engineer, and shall have an effective means of preventing dust from escaping into the air.

Any curb and gutter damaged by the Contractor's operations shall be replaced at the Contractor's expense.

Basis of Payment: This work will be paid for at the contract unit price per foot for CURB REMOVAL (PARTIAL).

Traffic barrier terminals shall be repaired according to the details and standards in the plans. Curb removal and all related work in advance of and adjacent to traffic barrier terminals to be repaired that is required to comply with all applicable sections of the standard specifications, the details and standards in the plans shall be paid for as CURB REMOVAL (PARTIAL).

The intent of this contract is to provide prompt repair of damaged guardrail and traffic barrier terminals. The locations of damaged guardrail and traffic barrier terminals to be repaired shall be determined by the Engineer.

#### SAMPLE WORK ORDER

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## **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
A/		
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

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

2/ Effective dates apply to Contractor and subcontractor 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 (<u>http://www.epa.gov/otaq/retrofit/verif-list.htm</u>), or verified by the California Air Resources Board (CARB) (<u>http://www.arb.ca.gov/diesel/verde/verdev.htm</u>); or
- 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.

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)** Revised: July 1, 2009

Effective: April 1, 2009

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

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

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

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

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

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

<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

<u>Idling Restrictions</u>. 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.

<u>STATE OBLIGATION</u>. 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. 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.

Various Routes Section 2010-057 GRR Various Counties Contract 60L35

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

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

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

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

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

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

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

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

Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<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 owneroperator. 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.

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

(a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

(b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.

(c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.

(d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals.

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

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

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

(f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, 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.

Various Routes Section 2010-057 GRR Various Counties Contract 60L35

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:  $0.5 \times (FHWA \text{ hourly rate - EOC})$ .

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 Charges						
From More	To and	Calendar	Work					
Than	Including	Day	Day					
\$ 0	\$ 100,000	\$ 375	\$500					
100,000	500,000	625	875					
500,000	1,000,000	1,025	1,425					
1,000,000	3,000,000	1,125	1,550					
3,000,000	5,000,000	1,425	1,950					
5,000,000	10,000,000	1,700	2,350					
10,000,000	And over	3,325	4,650"					

# PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

#### PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

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

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

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

Effective: April 1, 2007

Revised: November 1, 2008

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

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

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material									
Observation	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.

## TRAFFIC BARRIER TERMINAL, TYPE 6 (BDE)

Effective: January 1, 2010

Delete the fourth paragraph of Article 631.07 of the Standard Specifications.

## 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."

## ILLINOIS DEPARTMENT OF LABOR

# PREVAILING WAGES FOR VARIOUS COUNTIES EFFECTIVE OCTOBER 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 October 2010**

Trade Name	RG TYP		FRMAN *M-F>8			Pensn =====	Vac	Trng =====
ASBESTOS ABT-GEN	ALL	35.200			9.130		0.000	0.400
ASBESTOS ABT-MEC	BLD	31.540	0.000 1.5	1.5 2.0	9.670	9.610	0.000	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	41.850	43.850 1.5	1.5 2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER	BLD	33.600	0.000 2.0	1.5 2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD	36.440	38.940 1.5	1.5 2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL	40.850	46.430 1.5	1.5 2.0	10.27	12.98	0.000	0.310
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		34.660 1.5		10.67			0.500
GLAZIER	BLD		39.500 1.5		10.19			
HT/FROST INSULATOR	BLD		44.550 1.5		9.670			
IRON WORKER	ALL		42.750 2.0		12.45			
LABORER	ALL		35.950 1.5		9.130			0.400
LATHER	ALL		42.770 1.5		9.840			
MACHINIST	BLD		45.160 1.5		7.640			
MARBLE FINISHERS	ALL	29.100			8.800			
MARBLE MASON	BLD		42.930 1.5		8.800			
MATERIAL TESTER I	ALL	25.200			9.130			
MATERIALS TESTER II	ALL	30.200			9.130 9.840			0.400
MILLWRIGHT OPERATING ENGINEER	ALL		42.770 1.5		9.840			
OPERATING ENGINEER			49.100 2.0		11.70			
OPERATING ENGINEER			49.100 2.0		11.70			
OPERATING ENGINEER			49.100 2.0		11.70			
OPERATING ENGINEER			49.100 2.0		11.70			
OPERATING ENGINEER			49.100 2.0		11.70			
OPERATING ENGINEER			49.100 2.0		11.70			
OPERATING ENGINEER			51.300 1.5		11.70			
OPERATING ENGINEER	FLT	2 49.800	51.300 1.5		11.70			
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	1 36.850	51.300 1.5	1.5 2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY	L 43.300	47.300 1.5	1.5 2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY	2 42.750	47.300 1.5	1.5 2.0	11.70	8.050	1.900	1.150
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	1 39.300	47.300 1.5	1.5 2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
OPERATING ENGINEER	HWY		47.300 1.5	1.5 2.0				
ORNAMNTL IRON WORKER	ALL		42.450 2.0	2.0 2.0				
PAINTER	ALL		42.750 1.5	1.5 1.5				
PAINTER SIGNS	BLD		35.640 1.5	1.5 1.5				
PILEDRIVER	ALL		42.770 1.5	1.5 2.0				
PIPEFITTER	BLD		46.150 1.5	1.5 2.0				
PLASTERER	BLD		41.610 1.5	1.5 2.0				
PLUMBER	BLD BLD		46.000 1.5 40.650 1.5	1.5 2.0 1.5 2.0				
ROOFER SHEETMETAL WORKER	BLD		40.650 1.5	1.5 2.0 1.5 2.0				
SIGN HANGER	BLD		29.060 1.5	1.5 2.0				
SIGN HANGER SPRINKLER FITTER	BLD		51.200 1.5	1.5 2.0				
STEEL ERECTOR	ALL		42.750 2.0	2.0 2.0				
STONE MASON	BLD		42.930 1.5	1.5 2.0				
TERRAZZO FINISHER	BLD		0.000 1.5	1.5 2.0				
TERRAZZO MASON	BLD		42.010 1.5	1.5 2.0				
-								-

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	Е	ALL 1	30.700	31.350	1.5	1.5 2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	Е	all 2	30.950	31.350	1.5	1.5 2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	Е	ALL 3	31.150	31.350	1.5	1.5 2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	Е	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 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 ¾ 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.

#### 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 October 2010**

Trade Name	RG	TYP C	Base	FRMAN *M-F>8	OSA OS	H H/W	Pensn	Vac	Trng
	==	=== =	=====	====== =====					=====
ASBESTOS ABT-GEN		ALL	35.200	35.700 1.5	1.5 2.	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD	31.540	0.000 1.5		9.670			0.520
BOILERMAKER		BLD		46.890 2.0		0 6.720			
BRICK MASON		BLD	39.030	42.930 1.5	1.5 2.	8.800	10.67	0.000	0.740
CARPENTER		ALL	40.770	42.770 1.5	1.5 2.	9.840	9.790	0.000	0.490
CEMENT MASON		ALL	38.000	40.000 2.0	1.5 2.	8.700	14.95	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.	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 2.	9 4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL	39.420	42.570 1.5	1.5 2.	9 4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL	26.520	42.570 1.5	1.5 2.	9 4.750	8.230	0.000	0.200
ELECTRICIAN		BLD	36.200	39.820 1.5	1.5 2.	8.650	15.87	3.880	0.580
ELEVATOR CONSTRUCTOR		BLD	46.160	51.930 2.0	2.0 2.	0 10.03	9.460	2.770	0.000
FENCE ERECTOR	NE	ALL	32.660	34.660 1.5	1.5 2.	0 10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL	43.300	45.460 2.0	2.0 2.	8.140	17.29	0.000	0.400
GLAZIER		BLD	38.000	39.500 1.5	2.0 2.	) 10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD	42.050	44.550 1.5	1.5 2.	9.670	10.81	0.000	0.520
IRON WORKER	Е	ALL	40.750	42.750 2.0	2.0 2.	) 12.45	17.09	0.000	0.300
IRON WORKER	W	ALL	43.300	45.460 2.0	2.0 2.	8.140	17.29	0.000	0.400
LABORER		ALL	35.200	35.950 1.5	1.5 2.	9.130	8.370	0.000	0.400
LATHER		ALL	40.770	42.770 1.5	1.5 2.	9.840	9.790	0.000	0.490
MACHINIST		BLD	43.160	45.160 1.5	1.5 2.	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL	29.100	0.000 1.5	1.5 2.	8.800	10.67	0.000	0.740
MARBLE MASON		BLD	39.030	42.930 1.5	1.5 2.	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL	25.200	0.000 1.5		9.130			
MATERIALS TESTER II		ALL	30.200	0.000 1.5		9.130			
MILLWRIGHT		ALL		42.770 1.5		9.840			
OPERATING ENGINEER		BLD 1	45.100	49.100 2.0		) 11.70			
OPERATING ENGINEER			43.800			) 11.70			
OPERATING ENGINEER			41.250			) 11.70			
OPERATING ENGINEER			39.500			) 11.70			
OPERATING ENGINEER		BLD 5	48.850			) 11.70			
OPERATING ENGINEER		BLD 6	46.100			) 11.70			
OPERATING ENGINEER		BLD 7		49.100 2.0		) 11.70			
OPERATING ENGINEER		HWY 1		47.300 1.5		) 11.70			
OPERATING ENGINEER			42.750			) 11.70			
OPERATING ENGINEER				47.300 1.5		) 11.70			
OPERATING ENGINEER				47.300 1.5		) 11.70			
OPERATING ENGINEER				47.300 1.5		) 11.70			
OPERATING ENGINEER				47.300 1.5		) 11.70			
OPERATING ENGINEER				47.300 1.5		) 11.70			
ORNAMNTL IRON WORKER	Е	ALL		42.450 2.0		10.67			
ORNAMNTL IRON WORKER		ALL		45.460 2.0		8.140			
PAINTER		ALL		41.680 1.5		5 8.100			
PAINTER SIGNS		BLD		35.640 1.5		5 2.600			
PILEDRIVER		ALL		42.770 1.5		9.840			
PIPEFITTER		BLD		41.500 1.5		9.900			
PLASTERER		BLD		33.500 1.5		6.450			
PLUMBER		BLD		41.500 1.5		9.900			
ROOFER		BLD		40.650 1.5		) 7.750			
SHEETMETAL WORKER		BLD		43.660 1.5		) 8.810			
SPRINKLER FITTER		BLD		51.200 1.5		) 8.500			
STEEL ERECTOR	Е	ALL		42.750 2.0		) 10.95			
STEEL ERECTOR	W	ALL		45.460 2.0		) 8.140			
STONE MASON		BLD		42.930 1.5		8.800			
TERRAZZO FINISHER		BLD		0.000 1.5		) 6.950			
TERRAZZO MASON		BLD		42.010 1.5		) 6.950			

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	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**

#### 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 ¾ 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.

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 October 2010

Trade Name	-	TYP C		FRMAN *M-F>8			Pensn	Vac	Trng =====
ASBESTOS ABT-GEN		ALL		35.700 1.5	1.5 2.0				
ASBESTOS ABT-MEC		BLD	31.540	0.000 1.5		9.670		0.000	0.520
BOILERMAKER		BLD		46.890 2.0		6.720			0.350
BRICK MASON		BLD		42.930 1.5		8.800			
CARPENTER		ALL		42.770 1.5		9.840	9.800	0.000	0.490
CEMENT MASON		ALL	41.550	43.550 2.0	1.5 2.0	7.900	10.81	0.000	0.150
CERAMIC TILE FNSHER		BLD	33.600	0.000 2.0	1.5 2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH	Ν	BLD	29.960	31.760 1.5	1.5 2.0	5.842	6.290	0.000	0.375
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		4.750			
ELECTRIC PWR TRK DRV		ALL		42.570 1.5		4.750			
ELECTRICIAN	Ν	ALL		46.420 1.5		10.76			
ELECTRICIAN	S	BLD		46.720 1.5		9.340			
ELEVATOR CONSTRUCTOR		BLD		51.930 2.0		10.03			0.000
FENCE ERECTOR		ALL		45.460 2.0		8.140			
GLAZIER		BLD		39.500 1.5		10.19			
HT/FROST INSULATOR		BLD		44.550 1.5		9.670			0.520
IRON WORKER		ALL		45.460 2.0 35.950 1.5		8.140 9.370			
LABORER LATHER		ALL ALL		35.950 1.5 42.770 1.5		9.370			
MACHINIST		BLD		45.160 1.5		9.840 7.640			
MARBLE FINISHERS		ALL	29.100	0.000 1.5		8.800			
MARBLE MASON		BLD		42.930 1.5		8.800			
MATERIAL TESTER I		ALL	25.200	0.000 1.5		9.370			
MATERIALS TESTER II		ALL	30.200	0.000 1.5		9.370			
MILLWRIGHT		ALL		42.770 1.5		9.840			
OPERATING ENGINEER			45.100			11.70			
OPERATING ENGINEER		BLD 2	43.800	49.100 2.0	2.0 2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3	41.250	49.100 2.0	2.0 2.0	11.70	8.050	1.900	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	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		49.100 2.0		11.70			
OPERATING ENGINEER				47.300 1.5		11.70			
OPERATING ENGINEER			42.750			11.70			
OPERATING ENGINEER				47.300 1.5	1.5 2.0				
OPERATING ENGINEER				47.300 1.5	1.5 2.0				
OPERATING ENGINEER				47.300 1.5	1.5 2.0				
OPERATING ENGINEER				47.300 1.5	1.5 2.0				
OPERATING ENGINEER				47.300 1.5 45.460 2.0	1.5 2.0				
ORNAMNTL IRON WORKER		ALL ALL		41.680 1.5	2.0 2.0				
PAINTER PAINTER SIGNS		BLD		35.640 1.5	1.5 1.5 1.5 1.5				
PILEDRIVER		ALL		42.770 1.5	1.5 1.5				
PIPEFITTER		BLD		41.500 1.5	1.5 2.0				
PLASTERER		BLD		41.610 1.5	1.5 2.0				
PLUMBER		BLD		41.500 1.5	1.5 2.0				
ROOFER		BLD		40.650 1.5	1.5 2.0				
SHEETMETAL WORKER		BLD		43.660 1.5	1.5 2.0				
SIGN HANGER		BLD		27.570 1.5	1.5 2.0				
SPRINKLER FITTER		BLD	49.200	51.200 1.5	1.5 2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR		ALL	43.300	45.460 2.0	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				
TERRAZZO FINISHER		BLD	35.150	0.000 1.5	1.5 2.0				
TERRAZZO MASON		BLD		42.010 1.5	1.5 2.0				
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	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**

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 ¾ 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.

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 October 2010

Trade Name	-		-	Base	FRMAN *1					Pensn	Vac	Trng =====
ASBESTOS ABT-GEN		ALL			35.700		1.5		9.130		0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000				9.670		0.000	0.520
BOILERMAKER		BLD			46.890				6.720		0.000	
BRICK MASON		BLD			42.930		1.5			10.67		
CARPENTER		ALL			42.770		1.5		9.840		0.000	
CEMENT MASON		ALL		40.300	42.300	2.0	1.5	2.0	8.900	11.08	0.000	0.150
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		34.150	36.250	1.5	1.5	2.0	9.900	9.560	1.370	0.510
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL			42.570					8.230		
ELECTRICIAN		BLD			43.070					12.14		
ELEVATOR CONSTRUCTOR		BLD			51.930		2.0			9.460		0.000
FENCE ERECTOR		ALL				1.5	1.5	2.0		10.00		0.500
GLAZIER		BLD			39.500		2.0			13.64		
HT/FROST INSULATOR		BLD				1.5	1.5			10.81		
IRON WORKER		ALL				2.0	2.0	2.0 2.0	9.130	17.09	0.000	0.300 0.400
LABORER LATHER		ALL ALL			42.770	1.5	1.5		9.130		0.000	
MACHINIST		BLD			45.160					9.790		
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		1.5	1.5		9.130		0.000	0.400
MATERIALS TESTER II		ALL		30.200		1.5	1.5		9.130		0.000	
MILLWRIGHT		ALL				1.5	1.5		9.840		0.000	
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0			8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	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			2.0	2.0	2.0		8.050		
OPERATING ENGINEER		BLD	6			2.0	2.0	2.0		8.050		
OPERATING ENGINEER		BLD	7			2.0	2.0	2.0		8.050		
OPERATING ENGINEER		FLT			51.300		1.5			8.050		
OPERATING ENGINEER		FLT		49.800		1.5	1.5	2.0		8.050		
OPERATING ENGINEER OPERATING ENGINEER					51.300 51.300	1.5	1.5			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		HWY	б	46.300	47.300	1.5				8.050		
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL			42.770					9.790		
PIPEFITTER		BLD			46.150					9.850		
PLASTERER		BLD			41.010					11.08		
PLUMBER		BLD			46.700					11.05		
ROOFER		BLD			40.650					6.570		
SHEETMETAL WORKER		BLD			43.700					16.25		
SIGN HANGER SPRINKLER FITTER		BLD BLD			29.060 51.200					2.880 8.050		
STEEL ERECTOR		ALL			42.750					15.99		
STONE MASON		BLD			42.930					10.67		
TERRAZZO FINISHER		BLD		35.150						10.57		
				20.100	0.000					/	2.000	

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 ¾ 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 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.

#### 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.

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

Trade Name	-	TYP C		FRMAN *M-F>8			Pensn	Vac	Trng =====
ASBESTOS ABT-GEN		ALL		35.700 1.5		0 9.130			
ASBESTOS ABT-MEC		BLD	31.540	0.000 1.5		0 9.670		0.000	0.520
BOILERMAKER		BLD		46.890 2.0		0 6.720			0.350
BRICK MASON		BLD		42.930 1.5		0 8.800			
CARPENTER		ALL		42.770 1.5		0 9.840			
CEMENT MASON		ALL		43.550 2.0		0 7.900			
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	29.960	31.760 1.5	1.5 2.	0 5.842	6.290	0.000	0.375
ELECTRIC PWR EQMT OP		ALL	33.140	42.570 1.5	1.5 2.	0 4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL	25.680	42.570 1.5	1.5 2.	0 4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL	39.420	42.570 1.5	1.5 2.	0 4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL	26.520	42.570 1.5	1.5 2.	0 4.750	8.230	0.000	0.200
ELECTRICIAN		ALL		46.420 1.5		0 10.76			
ELEVATOR CONSTRUCTOR		BLD		51.930 2.0		0 10.03			
FENCE ERECTOR	Е	ALL		34.660 1.5		0 10.67		0.000	
FENCE ERECTOR	S	ALL		45.460 2.0		0 8.140			
GLAZIER		BLD		39.500 1.5		0 10.19			
HT/FROST INSULATOR	-	BLD		44.550 1.5		0 9.670			
IRON WORKER	E	ALL		42.750 2.0		0 12.45 0 8.140			
IRON WORKER IRON WORKER	S W	ALL ALL		45.460 2.0 36.750 2.0		$0 8.140 \\ 0 8.000$			
LABORER	VV	ALL		35.950 1.5		0 8.000 0 9.370			
LATHER		ALL		42.770 1.5		0 9.840			
MACHINIST		BLD		45.160 1.5		0 9.010 0 7.640			
MARBLE FINISHERS		ALL	29.100	0.000 1.5		0 8.800			
MARBLE MASON		BLD		42.930 1.5		0 8.800			
MATERIAL TESTER I		ALL	25.200	0.000 1.5		0 9.370			
MATERIALS TESTER II		ALL	30.200	0.000 1.5	1.5 2.	0 9.370	8.130	0.000	0.400
MILLWRIGHT		ALL	40.770	42.770 1.5	1.5 2.	0 9.840	9.800	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 2.	0 11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3	41.250	49.100 2.0		0 11.70			
OPERATING ENGINEER				49.100 2.0		0 11.70			
OPERATING ENGINEER		BLD 5		49.100 2.0	2.0 2.		8.050		
OPERATING ENGINEER		BLD 6				0 11.70			
OPERATING ENGINEER		BLD 7		49.100 2.0		0 11.70			
OPERATING ENGINEER			43.300			0 11.70			
OPERATING ENGINEER OPERATING ENGINEER				47.300 1.5 47.300 1.5		0 11.70 0 11.70			
OPERATING ENGINEER				47.300 1.5		0 11.70 0 11.70			
OPERATING ENGINEER				47.300 1.5		0 11.70			
OPERATING ENGINEER				47.300 1.5		0 11.70			
OPERATING ENGINEER				47.300 1.5		0 11.70			
ORNAMNTL IRON WORKER	Е	ALL		42.450 2.0		0 10.67			
ORNAMNTL IRON WORKER		ALL		45.460 2.0		0 8.140			
PAINTER		ALL		41.680 1.5		5 8.100			
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	9.800	0.000	0.490
PIPEFITTER		BLD		46.150 1.5	1.5 2.	0 8.460	9.850	0.000	1.770
PLASTERER		BLD	39.250	41.610 1.5	1.5 2.	0 10.60	10.69	0.000	0.550
PLUMBER		BLD		46.700 1.5		0 9.900			
ROOFER		BLD		40.650 1.5		0 7.750			
SHEETMETAL WORKER		BLD		43.660 1.5		0 8.810			
SIGN HANGER		BLD		27.570 1.5		0 3.800			
SPRINKLER FITTER	Ţ.	BLD		51.200 1.5		0 8.500			
STEEL ERECTOR STEEL ERECTOR	E S	ALL ALL		42.750 2.0 45.460 2.0		0 10.95 0 8.140			
STELL ERECTOR STONE MASON	3	BLD		42.930 1.5		0 8.140 0 8.800			
DIOUT INVOLI		ערר	57.050	T.)	т.ј Д.	0.000	TO.0/	0.000	0.790

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.

 $\ensuremath{\mathsf{IRONWORKERS}}$  (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 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 ¾ 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.

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.

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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

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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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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 October 2010

Trade Name	RG TYP (		FRMAN *M-F>8			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 2.0	9.670	9.610	0.000	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	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 2.0	7.900	11.48	0.000	0.150
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	32.200	33.700 1.5	1.5 2.0	9.670	9.670	0.000	0.320
ELECTRIC PWR EQMT OP	ALL	40.850	46.430 1.5	1.5 2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL	31.860	46.430 1.5	1.5 2.0				0.240
ELECTRIC PWR LINEMAN	ALL		46.430 1.5	1.5 2.0				
ELECTRICIAN	BLD		43.060 1.5	1.5 2.0				
ELEVATOR CONSTRUCTOR	BLD		51.930 2.0			9.460		
GLAZIER	BLD		39.500 1.5			13.64		
HT/FROST INSULATOR	BLD		44.550 1.5	1.5 2.0		10.81		0.520
IRON WORKER	ALL		39.000 2.0			19.52		
LABORER	ALL		35.950 1.5					0.400
LATHER	ALL		44.850 1.5 45.160 1.5			13.36		0.490
MACHINIST MARBLE FINISHERS	BLD		45.160 1.5 0.000 1.5	1.5 2.0 1.5 2.0		8.700		0.000
MARBLE FINISHERS MARBLE MASON	ALL BLD	29.100	42.930 1.5			10.67		
MARBLE MASON MATERIAL TESTER I	ALL	25.200	42.930 1.5 0.000 1.5			8.370		
MATERIALS TESTER II	ALL	30.200	0.000 1.5 0.000 1.5					0.400
MILLWRIGHT	ALL		44.850 1.5			13.36		
OPERATING ENGINEER			49.100 2.0			8.050		
OPERATING ENGINEER		2 43.800				8.050		
OPERATING ENGINEER		3 41.250				8.050		
OPERATING ENGINEER	BLD 4	1 39.500	49.100 2.0			8.050		
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	5 46.100	49.100 2.0	2.0 2.0	11.70	8.050	1.900	1.150
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 (	L 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	1 36.850	51.300 1.5	1.5 2.0		8.050		
OPERATING ENGINEER		L 43.300				8.050		
OPERATING ENGINEER		2 42.750		1.5 2.0				
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
OPERATING ENGINEER			47.300 1.5	1.5 2.0				
PAINTER PAINTER SIGNS	ALL BLD		42.750 1.5 35.640 1.5	1.5 2.0 1.5 1.5				
PILEDRIVER	ALL		44.850 1.5	1.5 1.5 1.5 2.0				
PIPEFITTER	BLD		46.150 1.5	1.5 2.0				
PLASTERER	BLD		41.610 1.5	1.5 2.0				
PLUMBER	BLD		45.000 1.5	1.5 2.0				
ROOFER	BLD		40.650 1.5	1.5 2.0				
SHEETMETAL WORKER	BLD		43.660 1.5	1.5 2.0				
SPRINKLER FITTER	BLD		51.200 1.5	1.5 2.0				
STONE MASON	BLD		42.930 1.5	1.5 2.0				
TERRAZZO FINISHER	BLD		0.000 1.5	1.5 2.0				
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		25.900 1.5	1.5 2.0				
TRUCK DRIVER			36.200 1.5	1.5 2.0				
TRUCK DRIVER	ALL 2	2 35.800	36.200 1.5	1.5 2.0	6.250	4.275	0.000	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.

#### 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 Riq; 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

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.

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