

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

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

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

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

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

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

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

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

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

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel. Proposal Bid Bonds are not required for Small Business Set-Asides.

**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?**

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 80

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting November 16, 2007

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

### NOTICE TO PROSPECTIVE BIDDERS

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

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 60C51  
LAKE-DUPAGE Counties  
Section 2007-014DM  
District 1 Construction Funds  
Route FAP 337**

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)

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## INSTRUCTIONS

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

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

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

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

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Questions Regarding	Call
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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

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

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

**Contract No. 60C51  
LAKE-DUPAGE Counties  
Section 2007-014DM  
Route FAP 337  
District 1 Construction Funds**

**Building demolition of three single family two-story log cabins, one garage and three other buildings located on IL Route 22 (Half Day Road) in Lincolnshire, Mundelein and Glen Ellyn.**

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

**RETURN WITH BID**

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

**NUMBER 5 BELOW DOES NOT APPLY TO SMALL BUSINESS SET-ASIDES**

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

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

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 60C51

State Job # - C-91-237-07  
 PPS NBR - 1-73541-0612  
 County Name - DUPAGE- LAKE-  
 Code - 43 - 97 -  
 District - 1 - 1 -  
 Section Number - 2007-014DM

Project Number

Route  
 FAP 337

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0007601	BLDG REMOV NO 1	L SUM	1.000				
Z0007602	BLDG REMOV NO 2	L SUM	1.000				
Z0007603	BLDG REMOV NO 3	L SUM	1.000				
Z0007604	BLDG REMOV NO 4	L SUM	1.000				
Z0007605	BLDG REMOV NO 5	L SUM	1.000				
Z0007606	BLDG REMOV NO 6	L SUM	1.000				
Z0007607	BLDG REMOV NO 7	L SUM	1.000				
Z0015550	DEBRIS REMOVAL	CU YD	1,561.000				
Z0049906	R&D NON-FR ASB BLD 6	L SUM	1.000				
Z0062000	SAW CUTTING	FOOT	287.000				
20100110	TREE REMOV 6-15	UNIT	264.000				
20100210	TREE REMOV OVER 15	UNIT	172.000				
20101000	TEMPORARY FENCE	FOOT	588.000				
21101615	TOPSOIL F & P 4	SQ YD	1,974.000				
25000200	SEEDING CL 2	ACRE	0.440				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 60C51

State Job # - C-91-237-07  
 PPS NBR - 1-73541-0612  
 County Name - DUPAGE- LAKE-  
 Code - 43 - 97 -  
 District - 1 - 1 -  
 Section Number - 2007-014DM

Project Number

Route  
 FAP 337

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25000400	NITROGEN FERT NUTR	POUND	98.000				
25000500	PHOSPHORUS FERT NUTR	POUND	98.000				
25000600	POTASSIUM FERT NUTR	POUND	98.000				
25100105	MULCH METHOD 1	ACRE	0.440				
25200200	SUPPLE WATERING	UNIT	82.000				
28000400	PERIMETER EROS BAR	FOOT	364.000				
44000200	DRIVE PAVEMENT REM	SQ YD	916.000				
67100100	MOBILIZATION	L SUM	1.000				



**CONTRACT NUMBER**

**60C51**

**THIS IS THE TOTAL BID**

**\$ \_\_\_\_\_**

**NOTES:**

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

## RETURN WITH BID

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

#### **I. GENERAL**

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

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

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

#### **II. ASSURANCES**

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

##### **B. Felons**

1. The Illinois Procurement Code provides:

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

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

##### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **C. Educational Loan**

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

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

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

#### **D. Bid-Rigging/Bid Rotating**

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

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

## RETURN WITH BID

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

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

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

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

### **E. International Anti-Boycott**

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

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

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

### **F. Drug Free Workplace**

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

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

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

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

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

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

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

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

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

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

**H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

**I. Addenda**

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

**J. Section 42 of the Environmental Protection Act**

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

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

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

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

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

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

**Illinois Department of Transportation  
Qualification and Equipment Inventory  
Certification Form**

The undersigned authorized representative of Bidder certifies that the attached qualification information provided to the Department is true and correct, and that it is submitted with the understanding that the Department will use and rely upon the accuracy and currency of the information in the evaluation of Bidder's responsibility for award of this public contract.

Bidding Organization

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Signature

Date

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Printed Name

Title

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Address

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City/State

Zip Code

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Telephone

Facsimile

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E-mail

**Bidders that are currently prequalified by the Department are cautioned that they must complete these forms.**

**PART I**  
**Business and Directory Information**

- (a) Name of business (official name and assumed names): \_\_\_\_\_
- (b) Business headquarters: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_
- (c) Billing address: \_\_\_\_\_
- (d) Type of organization (Sole Proprietor, Corporation, Partnership, etc. – should be the same as on the Taxpayer ID form Part V): \_\_\_\_\_
- (e) State of incorporation, State of formation or State of organization: \_\_\_\_\_
- (f) If a division or subsidiary of another organization provide the name and address of the parent: \_\_\_\_\_
- (g) Businesses are affiliates when either one directly or indirectly controls or has the power to control the other, or, when a third party or parties controls or has the power to control both. In determining whether concerns are independently owned and operated and whether affiliation exists, consideration will be given to all appropriate factors, including the use of common facilities, common ownership and management and contractual arrangements. Identify all affiliated businesses and companies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (h) Description of business: \_\_\_\_\_
- (i) Length of time in business: \_\_\_\_\_
- (j) Number of full-time employees (average from most recent Fiscal Year): \_\_\_\_\_
- (k) Total annual sales and receipts for the most recently completed Fiscal Year including any parent and all related and affiliated organizations (tax returns for the relevant year may be required for verification): \_\_\_\_\_
- (l) Name and title of all officers/managers: \_\_\_\_\_  
\_\_\_\_\_
- (m) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that would relate to performance under the terms of the contract if awarded: \_\_\_\_\_  
\_\_\_\_\_
- (n) Identify accounting firm: \_\_\_\_\_



- (o) The successful business will be required to register to do business in Illinois. If already registered, provide the date of the registration to do business in Illinois and the name of the registered agent in the State: \_\_\_\_\_  
\_\_\_\_\_
- (p) Business web site: \_\_\_\_\_
- (q) Is this business currently prequalified by the Department of Transportation? If yes, list all work ratings issued: \_\_\_\_\_  
\_\_\_\_\_
- (r) Has this business performed contracts awarded by the Department as prime contractor? If yes, list the three most recent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (s) Has this business participated as a subcontractor under contracts awarded by the Department? If yes, list the three most recent identifying the prime contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II References

Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the Department, that can attest to your experience and ability to perform the work of the contract for which this bid is submitted. **Bidders that have current work ratings issued by the Prequalification Section need only list references for this contract if more than 50% of the work as determined by the advertised quantities is not covered by an issued work rating.**

(1) Government Agency (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

(2) Governmental Agency (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

(3) Private Firm (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

(4) Private Firm (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

## PART III Equipment Inventory

List all the equipment that will be used to performing the services required in this contract.

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

- a. Is the above equipment owned by the company and presently in the firm’s equipment inventory? \_\_\_\_\_  
(Do not include any proposed subcontractor equipment on this form)
  
- b. If not owned, how will the equipment be obtained within the required time in the event of award? \_\_\_\_\_  
\_\_\_\_\_
  
- c. Is any of the above equipment currently committed on other contracts? \_\_\_\_\_  
If yes, identify which pieces and the contract. \_\_\_\_\_  
\_\_\_\_\_

**PART IV**  
**Department of Human Rights (DHR)**  
**Public Contract Number**

If the bidder has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this invitation for bids, the bidder must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the letting date. If the Department cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): \_\_\_\_\_  
\_\_\_\_\_

DHR Public Contracts Number: \_\_\_\_\_

(Check if applicable) The number is not required because the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this invitation.

IF NUMBER HAS NOT YET BEEN ISSUED:

Date completed application was submitted to DHR: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

**PART V**  
**Taxpayer Identification Number**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Name (Printed):** \_\_\_\_\_

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

Individual

Governmental

Sole Proprietorship

Estate or Trust

Partnership/Legal Corporation

Other \_\_\_\_\_

Tax-exempt

**PART VI**  
**Information Regarding Terminations,  
Litigation, Suspension and Debarment**

1. During the last five (5) years, has the Bidder had a contract for services terminated for any reason? \_\_\_\_\_ If so, provide full details related to the termination. \_\_\_\_\_

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2. During the last (5) years, describe any damages or penalties or anything of value traded or given up by the Bidder under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this invitation and the contemplated Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Bidder. \_\_\_\_\_

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3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity. \_\_\_\_\_

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4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Bidder to perform the required services. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid, and with respect to the successful Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department. \_\_\_\_\_

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5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Bidder on behalf of others? \_\_\_\_\_  
If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances. \_\_\_\_\_

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**TO BE RETURNED WITH BID**

**IV. DISCLOSURES**

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

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

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

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

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

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

**C. Disclosure Form Instructions**

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

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

**CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

**D. Bidders Submitting More Than One Bid**

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

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

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

**FOR INDIVIDUAL (type or print information)**

**NAME:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**Type of ownership/distributable income share:**

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

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH BID/OFFER**

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

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

Yes \_\_\_ No \_\_\_

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

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

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(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 \_\_\_

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

Yes \_\_\_ No \_\_\_

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(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 \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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**RETURN WITH BID/OFFER**

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

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

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

**APPLICABLE STATEMENT**

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

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

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

Completed by: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative Date \_\_\_\_\_

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print), Title of Authorized Representative (type or print), Signature of Authorized Representative, Date

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**RETURN WITH BID**

**Contract No. 60C51  
LAKE-DUPAGE Counties  
Section 2007-014DM  
Route FAP 337  
District 1 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

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

**RETURN WITH BID**

**Contract No. 60C51  
LAKE-DUPAGE Counties  
Section 2007-014DM  
Route FAP 337  
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.

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

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

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

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

(IF A JOINT VENTURE)

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

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



THE PROPOSAL BID BOND IS NOT APPLICABLE TO SMALL BUSINESS SET-ASIDES



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that
and
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

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

My commission expires
Notary Public

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

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

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

## **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## 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. 60C51  
LAKE-DUPAGE Counties  
Section 2007-014DM  
Route FAP 337  
District 1 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

**1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., November 16, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

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

**Contract No. 60C51  
LAKE-DUPAGE Counties  
Section 2007-014DM  
Route FAP 337  
District 1 Construction Funds**

**Building demolition of three single family two-story log cabins, one garage and three other buildings located on IL Route 22 (Half Day Road) in Lincolnshire, Mundelein and Glen Ellyn.**

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

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

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

By Order of the  
Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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## STATE OF ILLINOIS

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### 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 FAP Route 337 (IL 22); Section 2007-014 DM; Lake & DuPage Counties; and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Route: FAP 337 (IL 22)

Section: 2007-014 DM

Counties: Lake & DuPage

Contract No.: 60C51

### LOCATION OF IMPROVEMENT

In addition to the IL 22 site, there are an additional two sites for this demolition project.

Site Location 1 is on IL 22 (Half Day Road) between US 45 / IL 21 (Milwaukee Avenue) and Interstate 94 (Tri-State Tollway) within the Village of Lincolnshire in Lake County. The addresses are 14736 Half Day Road and 14746 Half Day Road.

Site Location 2 is on York Court near Midlothian Road within the Village of Mundelein in Lake County. The address is 1608 York Court.

Site Location 3 is on IL 53 (S. Columbus Avenue) between IL 56 (Butterfield Road) and Interstate 88 within the Village of Glen Ellyn in DuPage County. The address is 22W376 S. Columbus Avenue.

### DESCRIPTION OF IMPROVEMENT

This is a building demolition contract in which the work to be performed under this contract consists of the demolition of two log buildings, one garage, one former out building, two single family brick and frames houses, two sheds with all their foundations to their entirety including the basements in addition to all incidental and collateral work necessary to complete the improvement as shown in the plans and described herein.



## **STATUS OF UTILITIES TO BE ADJUSTED**

Effective: January 30, 1987

Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

No Conflicts Anticipated

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

## **COMPLETION DATE PLUS WORKING DAYS**

Effective: September 30, 1985

Revised: January 1, 2007

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

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

The Contractor will be allowed to complete all clean-up work and punch list items within 5 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

## **DEMOLITION SITE ACCESS (LINCOLNSHIRE SITE)**

The Contractor has the option to either lifting equipment over the existing retaining wall to the demolition site or gain access along the Village of Lincolnshire's hiking and recreation path. The Contractor shall acquire a path permit from the Village of Lincolnshire.

The conditions to the Village's permit are as follows:

- a. The contractor is required to obtain a path permit from the Village of Lincolnshire prior to impacting the hiking and recreation path over the subject site. During the term of the permit, the applicant will be required to close the path to pedestrian traffic. The Village reserves the right to require the opening of the path at its discretion.
- i. The fee for the permit is \$250.00 per day for each day and every day, or part thereof, that the path is closed to pedestrian traffic. Such fee is based on the approximate value of the path, due to the impracticality of calculating usage cost.

- ii. For purposes of this requirement, "Closure of the Path" is defined as follows:
    - (1) When work occurs on, over, across or above the path.
    - (2) The Applicant's use of the path has rendered all or any portion of the path in an unsafe condition. The Applicant may elect to close the path at his discretion. However, the final determination as to the safety of the path will be at the sole discretion of the Village.
  - iii. The Applicant will not be required to complete final landscape restoration adjacent to the path prior to opening the path to pedestrian traffic, unless failure to do so will create a hazard to path users. During the course of performing final landscape restoration the path must be closed.
  - iv. Rental of the path does not imply a license to damage, destroy, or otherwise harm the path its structure and substructure or the supporting earth.
  - v. Any time that the Applicant, Contractor or Subcontractor places machinery or materials on or over the path, the path must be closed to pedestrian traffic by installation of appropriate measures. Once encroachment is made on the path on any given day, regardless of the encroachment, the path will be deemed to have been rented for that day and appropriate fee must be paid.
  - vi. The Applicant, Contractor, or Subcontractor shall install a 4-foot high temporary construction fences along the boundary set 10 feet from the back of the path adjacent to the work area to restrict pedestrians from entering the site. This provision is intended to encourage the Contractor not to close the path during the demolition of the log cabins.
  - vii. This permit is not a license to perform any work outside the Village's path easement and no rights or privileges to perform work outside of the easement area should be implied from the issuance of this permit. By accepting this permit, the Contractor avers that he needs not perform work outside of the Village's path easement, or if such work is necessary, Contractor acknowledges that certain areas surrounding the path are owned by the lake County Forest Preserve District and access and use of its property is subject to its consent and approval.
- b. The Village of Lincolnshire will require the contractor to establish a cash account with the Village to ensure the prompt payment of the require permit fee for each day of closure to the path to pedestrian traffic, cleaning, repair and restoration of the path to the condition prior to the start of construction, associate appurtenances and an area two (2) feet wide on both sides of the path. The cash account shall include an initial balance of \$3,500 and shall be increased to \$3,500 should the balance fall below the minimum requirement. The minimum account balance shall be \$1,000.
  - c. The Contractor shall secure an additional bond in the amount of \$30,000 in the name of the Village of Lincolnshire for access along the hiking and recreation path. This bond is

for replacement of the path if the contractor were to damage the path and not repair the path to the prior condition. The contractor is to provide a copy of the bond with the access permit.

- d. The permit requires that all work on or over the Village's hiking and recreation path be completed by April 1, 2008. If the work is not completed by this date, then enhanced liquidated damages of \$1,000 per day for each calendar day that the work is not completed will be applied. These provisions will allow path users to enjoy the path during the summer months.
- e. Access to the pedestrian bridge is prohibited. Nothing may be connected to or placed on the bridge.
- f. The permit holder must secure and maintain such insurance as described in Title 7-1-7 of the Village Code. The permit holder shall not commence work until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance and the certified copy of the insurance policy with the Village.
- g. The Contractor shall document the condition of the hiking and recreation path prior to the start of the project. The documentation shall be by video taping and shall be taped with the presence of the representative from the Village of Lincolnshire.
- h. The Contractor will only be allowed to have daytime temporary lane closures on IL 22 between the times of 9:00 AM to 3:00 PM (Monday through Friday) and 8:00 AM to 4:00 PM (Saturday and Sunday).
- i. The applicant acknowledges receipt and understanding of the scope of Village's path easement and the restrictions of use contained herein.

The Village of Lincolnshire contact person in regards to the required access permit is:

Ms. Jennifer M. Hughes, P.E.  
Village Engineer  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL, 60069-3035  
Tel.: (847) 883-8600  
E-Mail: [Jhughe@village.lincolnshire.il.us](mailto:Jhughe@village.lincolnshire.il.us)

**BUILDING REMOVAL - CASE II (NON-FRIABLE ASBESTOS ABATEMENT) (BDE)**

Effective: September 1, 1990

Revised: January 1, 2007

**BUILDING REMOVAL:** This work shall consist of the removal and disposal of 1 building(s), together with all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
6	1DJ0999	22W376 S. Columbus Ave	One Story Brick and Frame House

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR  
HIGHWAY CONSTRUCTION  
TO BE DEMOLISHED BY THE  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)" and "Removal and Disposal of Non-Friable Asbestos Building No. 6" contained herein.

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition and disposal assuming all non-friable asbestos is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

EXPLANATION OF BIDDING TERMS: Two separate contract unit price items have been established for the removal of each building. They are:

1. BUILDING REMOVAL NO. 6
2. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 6

The Contractor shall have two options available for the removal and disposal of the non-friable asbestos.

The pay item for removal and disposal of non-friable asbestos will not be deleted regardless of the option chosen by the Contractor.

**ASBESTOS ABATEMENT (GENERAL CONDITIONS):** This work consists of the removal and disposal of non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provision for "Removal and Disposal of Non-Friable Asbestos, Building No. 6," and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the contract plans. Also refer to the Materials Description Table for a brief description and location of the various materials. Also included is a Materials Quantities Table. This table states the ACM is non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

The work involved in the removal and disposal of non-friable asbestos if done prior to demolition, shall be performed by a Contractor or Sub-Contractor prequalified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown in the special provision, to the Engineer for the disposal of all ACM wastes.

**Permits:** The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of the permit(s) shall be sent to the district office and the Engineer.

**Notifications:** The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

Asbestos Demolition/Renovation Coordinator  
Illinois Environmental Protection Agency  
Division of Air Pollution Control  
P. O. Box 19276  
Springfield, Illinois 62794-9276  
(217) 785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

**Submittals:**

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.

B. Submittals that shall be made prior to start of work:

1. Submittals required under Asbestos Abatement Experience.
2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in Worker Protection Procedures.
3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.
5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
6. Submit a list of penalties, including liquidated damages, incurred through non-compliance with asbestos abatement project specifications.
7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.
8. Submit proof of written notification and compliance with the "Notifications" paragraph.

C. Submittals that shall be made upon completion of abatement work:

1. Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;
2. Submit daily copies of work site entry logbooks with information on worker and visitor access;
3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls; and

4. Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

Certificate of Insurance:

- A. The Contractor shall document general liability insurance for personal injury, occupational disease and sickness or death, and property damage.
- B. The Contractor shall document current Workmen's Compensation Insurance coverage.
- C. The Contractor shall supply insurance certificates as specified by the Department.

Asbestos Abatement Experience:

- A. Company Experience. Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.
- B. Personnel Experience:
  1. For Superintendent, the Contractor shall supply:
    - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
    - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.
  2. For workers involved in the removal of asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

ABATEMENT AIR MONITORING: The Contractor shall comply with the following:

- A. Personal Monitoring. All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall

be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the Contractor. Additional personal samples may be required by the Engineer at any time during the project.

- B. Interior Non-Friable Asbestos-Containing Materials. The Contractor shall perform personal air monitoring during removal of all non-friable Transite and floor tile removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- C. Exterior Non-Friable Asbestos-Containing Materials. The Contractor shall perform personal air monitoring during removal of all non-friable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos.

The Contractor shall conduct down wind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

D. Air Monitoring Professional

- 1. All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the Contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 - "Sampling and Evaluating Airborne Asbestos Dust".
- 2. Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Engineer within 24 hours of the collection of air samples.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 6: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

- 1. Continuously wet all non-friable ACM and other building debris with water during demolition.
- 2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 6, as shown.



The cost for this work shall be determined as follows:

Option #1 - Actual cost of removal and disposal of non-friable asbestos.

Option #2 - The difference in cost between removing and disposing of the building if all non-friable asbestos is left in place and removing and disposing of the building assuming all non-friable asbestos is removed prior to demolition.

The cost of removing and disposing of the building(s), assuming all non-friable asbestos is removed first, shall be represented by the pay item "BUILDING REMOVAL NO.   ".

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO.   6   be deleted.

APPENDIX B

MATERIAL DESCRIPTION TABLE

Material Description	% And Type Of Asbestos	Location, Description, Sample Number (If Applicable)
Off-White Caulking	1% Chrysotile	Master Bedroom Off –White Caulking, Homogeneous Sample 4-10
Black Panel Adhesive	3% Chrysotile	Den Black Adhesive, Homogeneous Sample 8-22
12" x 12" Green / Yellow Pattern Vinyl Floor Tile / Mastic	4% Chrysotile	Utility Room Black Mastic, Homogenous Sample 11-33
12" x 12" Green / Yellow Pattern Vinyl Floor Tile / Mastic	4% Chrysotile	Utility Room Black Mastic, Homogenous Sample 11-32
12" x 12" Green / Yellow Pattern Vinyl Floor Tile / Mastic	4% Chrysotile	Utility Room Black Mastic, Homogenous Sample 11-31
12" x 12" Tan w/ Green Splotches Vinyl Floor Tile / Mastic	3% Chrysotile	Utility Room Tan Floor Tile, Homogenous Sample 12-34
12" x 12" Tan w/ Green Splotches Vinyl Floor Tile / Mastic	4% Chrysotile	Utility Room Black Mastic, Homogenous Sample 12-34
9" X 9" White w/ Brown Spots Vinyl Floor Tile / Mastic	3% Chrysotile	Dining Room White Floor Tile, Homogeneous Sample 14-40
9" X 9" White w/ Brown Spots Vinyl Floor Tile / Mastic	5% Chrysotile	Dining Room Black Mastic, Homogeneous Sample 14-40

APPENDIX C

MATERIAL QUANTITIES TABLE

The following are approximate quantities of ACM to be removed from the building indicated. These material quantities do not indicate the cleaning required to remove asbestos debris and resulting contamination from the work areas.

<u>Material</u>	<u>Floor</u>	<u>Quantity Present</u>	<u>Friable</u>
1-Black Flashing	Roof, Chimney	0.47 sq yd	No

APPENDIX D  
 SHIPPING MANIFEST  
 Generator

1. Work Site Name and Mailing Address	Owner's Name	Owner's Telephone No.
2. Operator's Name and Address		Operator's Telephone No
3. Waste Disposal Site (WDS) Name Mailing Address, and Physical Site Location		WDS Telephone No.
4. Name and Address of Responsible Agency		
5. Description of Materials		
6. Containers	No.	Type
7. Total Quantity	M <sup>3</sup>	(Yd <sup>3</sup> )
8. Special Handling Instructions and Additional Information		
9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.		
Printed/Typed Name & Title	Signature	Month Day Year

Transporter

10. Transporter 1 (Acknowledgement of Receipt of Materials)		
Printed/Typed Name & Title	Signature	Month Day Year
Address and Telephone No.		
11. Transporter 2 (Acknowledgement of Receipt of Materials)		
Printed/Typed Name & Title	Signature	Month Day Year
Address and Telephone No.		

Disposal Site

12. Discrepancy Indication Space		
13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos Materials Covered By This Manifest Except As Noted in Item 12		
Printed/Typed Name & Title	Signature	Month Day Year

APPENDIX D

INSTRUCTIONS

Waste Generator Section (Items 1-9)

1. Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the appropriate spaces, also enter the name of the owner of the facility and the owner's phone number.
2. If a demolition or renovation, enter the name and address of the Company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the operator.
3. Enter the name, address, and physical site location of the waste disposal site (WDS) that will be receiving the asbestos materials. In the appropriate spaces, also enter the phone number of the WDS. Enter "on-site" if the waste will be disposed of on the generator's property.
4. Provide the name and address of the local, State, or EPA Regional Office responsible for administering the asbestos NESHAP program.
5. Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos that is
  - Friable asbestos material
  - Nonfriable asbestos material
6. Enter the number of containers used to transport the asbestos materials listed in Item 5. Also enter one of the following container codes used in transporting each type of asbestos material (specify any other type of container used if not listed below):
  - DM - Metal drums, barrels
  - DP - Plastic drums, barrels
  - BA - 6 mil plastic bags or wrapping
7. Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards).
8. Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternate waste disposal site is designated, note it here. Emergency response telephone numbers or similar information may be included here.
9. The authorized agent of the waste generator shall read and then sign and date this certification. The date is the date of receipt by transporter.

NOTE: The waste generator shall retain a copy of this form.

APPENDIX D

INSTRUCTIONS

Transporter Section (Items 10 & 11)

10. & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record for transport.

NOTE: The transporter shall retain a copy of this form.

Disposal Site Section (Items 12 & 13)

12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this manifest and waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to nonasbestos material is considered a WDS.

13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS shall retain a completed copy of this form. The WDS shall also send a completed copy to the operator listed in Item 2.

APPENDIX E

Bldg. No.	Parcel No.	Location	Description
1	1DJ0999	22W376 S. Columbus Ave	One Story Brick and Frame House

**BUILDING REMOVAL - CASE IV (NO ASBESTOS) (BDE)**

Effective: September 1, 1990

Revised: January 1, 2007

**BUILDING REMOVAL:** This work shall consist of the removal and disposal of three (3) building(s), together with all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
1	1CN-0002	14746 Half Day Road	Two-Story Log Structure
2	1CN-0001	14736 Half Day Road	Two-Story Log Structure
3	1CN-0001	14736 Half Day Road	3 Car Log Structure Garage
4	0028	1608 York Court	Two-Story Brick & Frame
5	1DJ0999	22W376 Columbus Ave	Wood Shed Structure
7	1DJ0999	22W376 Columbus Ave	Wood Shed Structure

**Discontinuance of Utilities:** The Contractor shall arrange for the discontinuance of all utility services that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

**Signs:** Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR  
 HIGHWAY CONSTRUCTION  
 TO BE DEMOLISHED BY THE  
 ILLINOIS DEPARTMENT OF TRANSPORTATION  
 VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition. Any salvage value shall be reflected in the contract unit price for this item.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any demolition activity.

Asbestos Demolition/Renovation Coordinator  
Illinois Environmental Protection Agency  
Division of Air Pollution Control  
P. O. Box 19276  
Springfield, Illinois 62794-9276  
(217)785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Prior to starting work, the Contractor shall submit proof of written notification and compliance with the "Notifications" paragraph.

### **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:**

701101, 701106, 702001



**DETAILS:**

Traffic Control and Protection for Side Roads, Intersections and Driveways  
Signing and Flagging Operations at Work Zone Openings  
Arterial Road Information Signing

**SPECIAL PROVISIONS:**

Temporary Information Signing  
Reflective Sheeting on Channelizing Devices

**TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996

Revised: January 2, 2007

**Description.**

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

**Materials.**

Materials shall be according to the following Articles of Section 1000 - Materials:

	<b><u>Item</u></b>	<b><u>Article/Section</u></b>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face ( Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

**GENERAL CONSTRUCTION REQUIREMENTS**

**Installation.**

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **8.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the

responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The

Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the

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

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be



directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

**ENGINEER'S FIELD OFFICE TYPE A (BDE)**

Effective: April 1, 2007

Add the following to Article 670.02 of the Standard Specifications:

“(n) One wireless data router with wireless network connection to access the Department’s network for the exclusive use of the Engineer. The wireless data router shall operate within a temperature range of 32 to 131°F (0 to 55°C) and have the following capabilities.

(1) Connection.

- a. CDMA wireless technology with authentication and identification system for security.
- b. CDMA based EV-DO(rev.A) transmission capabilities.
- c. EVDO(rev.A) shall be backward compatible through both EVDO(rev0) and 1XRTT.
- d. Connection shall be capable of compression in order to optimize the connection speed.

(2) Router.

- a. A minimum of four ethernet ports for wired connection.
- b. Capable of 802.11b & g for wireless LAN interface.
- c. Configurable ability to port data to fax capabilities through the router using efax or IP fax devices.
- d. Automatic receipt of IP addresses with DHCP server.
- e. Configurable OFDM (Orthogonal Frequency Division Multiplexing) technology.

(3) Security.

- a. Configurable capable of 64-bit or 128-bit WEP encryption, and WPA-PSK authentication wireless security (WiFi Protected Access - Pre-shared Key Mode).
- b. Configurable LAN security: NAT with DHCP, PPTP VPN pass-through, MAC filtering, IP filtering, and filter scheduling.
- c. Configurable firewall security at the router.”

**EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

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

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

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

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

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

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

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

**ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)**

Effective: January 1, 2007

Revised: August 1, 2007

Page 60 Article 109.07(a). In the second line of the first paragraph change “amount” to “quantity”.

- Page 154 Article 312.05. In the second line of the fifth paragraph change “180 °C” to “175 °C”.
- Page 207 Article 406.14. In the second line of the second paragraph change “MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;” to “MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;”.
- Page 237 Article 420.18. In the second line of the first paragraph change “October 15” to “November 1”.
- Page 345 Article 505.08(l). In the third line of the first paragraph change “1/8 mm” to “1/8 in.”.
- Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change “is” to “in”.
- Page 379 Article 512.15. In the first and sixth lines of the third paragraph change “50 percent” to “ten percent”.
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change “drillingpouring” to “pouring”.
- Page 390 Article 520.02(h). Change “1027.021” to “1027.01”.
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:  
“Excavation in rock will be measured for payment according to Article 502.12.  
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07.”
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:  
“Excavation in rock will be paid for according to Article 502.13.  
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08.”
- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change “or” to “and/or”.
- Page 585 Article 701.19(a). Add “701400” to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete “701400” from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:  
“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05.”

- Page 587 Article 701.20(b). Delete “TRAFFIC CONTROL AND PROTECTION STANDARD 701400;” from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.  
“(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06.”
- Page 639 Article 805.04. In the first line of the second paragraph change “changes” to “charges”.
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete “5.65 (TY III)”, and add to the maximum cement factor for Class PC Concrete “7.05 (TY III)”.
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete “335 (TY III)”, and add to the maximum cement factor for Class PC Concrete “418 (TY III)”.
- Page 800 Article 1030.05(a)(12). Revise “Dust Collection Factor” to “Dust Correction Factor”.
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 800 Article 1030.05(a). Add to the list of QC/QA documents “(16) Calibration of Equipment for Asphalt Content Determination”.
- Page 809 Article 1030.05. Revise the subparagraph “(a) Quality Assurance by the Engineer.” to read “(e) Quality Assurance by the Engineer.”.
- Page 889 Article 1069.02(a)(2). In the third line of the first paragraph add “stainless steel” in front of “screws”.
- Page 889 Article 1069.02(b). Delete the third paragraph.
- Page 890 Article 1069.02(c). Delete subparagraph (c).
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise “(300 µm)” to “(600 µm)”.
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise “ASTM D 4894” to “ASTM D 4895”.
- Page 1076 In the Index of Pay Items delete the pay item “BITUMINOUS SURFACE REMOVAL – BUTT JOINT”.

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

Effective: April 1, 2007

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

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

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

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

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

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

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

**SEEDING (BDE)**

Effective: July 1, 2004

Revised: August 1, 2007

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

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

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

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

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



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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

## **ILLINOIS DEPARTMENT OF LABOR**

### **PREVAILING WAGES FOR LAKE AND DUPAGE COUNTIES EFFECTIVE OCTOBER 2007**

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

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

# Du Page County Prevailing Wage for October 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		36.000	38.000	2.0	1.5	2.0	6.950	10.95	0.000	0.180
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMMUNICATION TECH		BLD		31.000	33.100	1.5	1.5	2.0	7.300	11.11	0.000	0.470
ELECTRIC PWR EQMT OP		ALL		29.180	37.490	1.5	1.5	2.0	4.750	8.180	0.000	0.220
ELECTRIC PWR GRNDMAN		ALL		22.610	37.490	1.5	1.5	2.0	4.750	6.330	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		34.710	37.490	1.5	1.5	2.0	4.750	9.720	0.000	0.260
ELECTRIC PWR TRK DRV		ALL		23.350	37.490	1.5	1.5	2.0	4.750	6.540	0.000	0.180
ELECTRICIAN		BLD		34.250	37.680	1.5	1.5	2.0	8.300	13.15	3.770	0.510
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR	NE	ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
FENCE ERECTOR	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER	E	ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
IRON WORKER	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER	E	ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
PAINTER		ALL		35.330	36.330	1.5	1.5	1.5	6.400	6.500	0.000	0.500
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		37.260	39.260	1.5	1.5	2.0	8.950	9.990	0.000	1.000
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		37.260	39.260	1.5	1.5	2.0	8.950	9.990	0.000	1.000
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		38.210	40.210	1.5	1.5	2.0	6.900	8.870	0.000	0.640
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STEEL ERECTOR	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
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	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.150
TRUCK DRIVER		ALL	2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.150
TRUCK DRIVER		ALL	3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.150

TRUCK DRIVER	ALL 4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.150
TUCKPOINTER	BLD	36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

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 sare 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.

#### 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.

#### OPERATING ENGINEERS - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4

yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

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

#### 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 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

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



# Lake County Prevailing Wage for October 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		37.000	39.000	2.0	1.5	2.0	7.680	9.150	0.000	0.150
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMMUNICATION TECH		BLD		31.400	33.500	1.5	1.5	2.0	8.170	8.480	1.570	0.460
ELECTRIC PWR EQMT OP		ALL		29.180	37.490	1.5	1.5	2.0	4.750	8.180	0.000	0.220
ELECTRIC PWR GRNDMAN		ALL		22.610	37.490	1.5	1.5	2.0	4.750	6.330	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		34.710	37.490	1.5	1.5	2.0	4.750	9.720	0.000	0.260
ELECTRIC PWR TRK DRV		ALL		23.350	37.490	1.5	1.5	2.0	4.750	6.540	0.000	0.180
ELECTRICIAN		BLD		36.680	40.350	1.5	1.5	2.0	10.27	11.01	1.470	0.520
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		31.700	32.700	1.5	1.5	2.0	6.130	8.590	0.000	0.050
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.040	8.250	0.000	0.400
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.340	26.190	1.5	1.5	2.0	4.180	2.250	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
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	30.700	31.250	1.5	1.5	2.0	5.450	5.250	0.000	0.150
TRUCK DRIVER		ALL	2	30.850	31.250	1.5	1.5	2.0	5.450	5.250	0.000	0.150

TRUCK DRIVER	ALL	3	31.050	31.250	1.5	1.5	2.0	5.450	5.250	0.000	0.150
TRUCK DRIVER	ALL	4	31.250	31.250	1.5	1.5	2.0	5.450	5.250	0.000	0.150
TUCKPOINTER	BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### 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.

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.

OPERATING ENGINEERS - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4

yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

#### OPERATING ENGINEERS - FLOATING

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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with

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

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

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

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

#### 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 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape

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