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

#### PREQUALIFICATION

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

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

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

#### WHO CAN BID ?

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Submitted By

# 25

Address

City

## Letting November 16, 2007

## NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 60D59 COOK County Section G-B-I-1 District 1 Construction Funds Route FAP 374

PLEASE MARK THE APPROPRIATE BOX BELOW:

A <u>Bid Bond</u> is included.

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

| Prepared | by |
|----------|----|
|          |    |

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

S

#### 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 <u>must complete and submit</u> 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**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

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

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



## PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

Contract No. 60D59 COOK County Section G-B-I-1 Route FAP 374 District 1 Construction Funds

Beam and bearing fabrication for the structure carrying IL Route 21 over Des Plaines River in Prospect Heights and Lake Avenue Woods Forest Preserve.

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

BD 353A (Rev. 12/2005)

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

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

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

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

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

| Attach Cashier's Check or Certified Check Her | е |
|---|---|
|   |   |

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.

BD 354 (Rev. 11/2001)

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 |                                  | Combination Bid |  |  |  |  |  |  |
|-------------|----------------------------------|-----------------|--|--|--|--|--|--|
| No.         | Sections Included in Combination | Dollars         |  |  |  |  |  |  |
|             |                                  |                 |  |  |  |  |  |  |
|             |                                  |                 |  |  |  |  |  |  |
|             |                                  |                 |  |  |  |  |  |  |
|             |                                  |                 |  |  |  |  |  |  |
|             |                                  |                 |  |  |  |  |  |  |
|             |                                  |                 |  |  |  |  |  |  |

- 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 - 60D59

 State Job # C-91-053-08

 PPS NBR 1-74975-0150

 County Name COOK- 

 Code 31 - 

 District 1 - 

 Section Number G-B-I-1

Project Number

Route

FAP 374

| ltem<br>Number | Pay Item Description  | Unit of<br>Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|----------|---|------------|---|-------------|
| 50500205       | FUR STRUCT STEEL      | L SUM              | 1.000    |   |            |   |             |
| 50500455       | STORAGE OF STRUCT STL | CAL DA             | 60.000   |   |            |   |             |

Page 1 10/10/2007 CONTRACT NUMBER 60D59

THIS IS THE TOTAL BID \$

NOTES:

#### 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.

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.

#### 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.

(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. No corporation shall be barred from contracting with any unit 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.

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.

#### 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. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid 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 <u>NOT APPLICABLE STATEMENT</u> on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES \_\_\_\_ NO\_\_\_\_
- 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 <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: 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 <u>NOT</u> <u>APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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:

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

## 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)   |
| (30 ILCS 500). Vendors desiring t<br>and potential conflict of interest inf<br>the publicly available contract file. | o enter into a contract with the Sta<br>ormation as specified in this Discl<br>This Form A must be complete<br>ded company may submit a 1 | the Section 50-35 of the Illinois Procurement Code<br>ate of Illinois must disclose the financial information<br>osure Form. This information shall become part of<br>d for bids in excess of \$10,000, and for all open-<br>IOK disclosure (or equivalent if applicable) in<br>sure Form Instructions. |
|  | DISCLOSURE OF FINANCIAL   |   |
| terms of ownership or distributive \$90,420.00 (60% of the Governor  | income share in excess of 5%, or  | elow has an interest in the BIDDER (or its parent) in<br>an interest which has a value of more than<br>bies of this form as necessary and attach a<br>requirements)   |
| FOR INDIVIDUAL (type or prin   |   |   |
| NAME:  |   |   |
| ADDRESS  |   |   |
| Type of ownership/distribu   | table income share:   |   |
| stock sole pro<br>% or \$ value of ownership/dis   | pprietorship Partnersh<br>stributable income share:   | hip other: (explain on separate sheet):   |
|  |   |   |

**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 \_\_\_
- 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**

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

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$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

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

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

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

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

#### **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: Signature of Individual or Authorized Representative Date 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

## ILLINOIS DEPARTMENT OF TRANSPORTATION

#### Form B Other Contracts & Procurement Related Information Disclosure

| Contractor Name  |               |                           |
|------------------|---------------|---------------------------|
| Legal Address    |               |                           |
| City State Zin   |               |                           |
| 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)      |  |
|--|--|
| <br>Title of Authorized Representative (type or print) |  |
| <br>Signature of Authorized Representative             |  |

#### SPECIAL NOTICE TO CONTRACTORS

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

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

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



#### Contract No. 60D59 COOK County Section G-B-I-1 Route FAP 374 District 1 Construction Funds

#### PART I. IDENTIFICATION

Dept. Human Rights #\_\_\_

\_\_\_\_\_ Duration of Project: \_\_\_

Name of Bidder:

#### PART II. WORKFORCE PROJECTION

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

| TOTAL Workforce Projection for Contract |   |       |   |     |      |          |   |      |       | Г            | CURRENT EMPLOYEES |        |   |     |       |  |       |       |
|---|---|-------|---|-----|------|----------|---|------|-------|--------------|-------------------|--------|---|-----|-------|--|-------|-------|
|   |   |       |   |     |      |          |   |      |       | <b>T</b> D / |                   |        |   |     |       |  | IGNED |       |
| 100                                     |   |       |   |     |      |          |   |      | INEES |              | _                 |        |   | JNI | RACT  |  |       |       |
| JOB                                     |   | TAL   |   |     |      |          |   | HER  |       |              |                   | HE JOB |   |     | TAL   |  |       | RITY  |
| CATEGORIES                              |   | OYEES |   | ACK | HISP | 1        |   | NOR. | TIC   |              |                   | INEES  | _ |     | OYEES |  |       | DYEES |
|   | М | F     | Μ | F   | М    | F        | М | F    | Μ     | F            | М                 | F      | _ | М   | F     |  | М     | F     |
| OFFICIALS                               |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| (MANAGERS)                              |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| SUPERVISORS                             |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
|   |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| FOREMEN                                 |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| CLERICAL                                |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| EQUIPMENT                               |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| OPERATORS                               |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
|   |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| MECHANICS                               |   |       |   |     |      |          |   |      |       |              |                   |        | _ |     |       |  |       |       |
| TRUCK DRIVERS                           |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| IRONWORKERS                             |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| INDIWORKERS                             |   |       |   |     |      |          |   |      |       |              |                   |        | _ |     |       |  |       |       |
| CARPENTERS                              |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| CEMENT MASONS                           |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
|   |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| ELECTRICIANS                            |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| PIPEFITTERS,                            |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| PLUMBERS                                |   |       |   |     |      |          |   |      |       |              |                   |        | _ |     |       |  |       |       |
| PAINTERS                                |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| LABORERS,<br>SEMI-SKILLED               |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| LABORERS,                               | 1 | 1     | 1 | 1   |      | <u> </u> |   |      |       |              |                   |        | F |     |       |  |       |       |
| UNSKILLED                               |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |
| TOTAL                                   |   |       |   |     |      |          |   |      |       |              |                   |        |   |     |       |  |       |       |

#### TABLE C

| TOTAL Training Projection for Contract |       |       |     |    |      |        |     |      |
|--|-------|-------|-----|----|------|--------|-----|------|
| EMPLOYEES                              | TOTAL |       |     |    |      | *OTHER |     |      |
| IN                                     | EMPLO | OYEES | BLA | CK | HISP | ANIC   | MIN | IOR. |
| TRAINING                               | Μ     | F     | Μ   | F  | М    | F      | Μ   | F    |
| APPRENTICES                            |       |       |     |    |      |        |     |      |
| ON THE JOB<br>TRAINEES                 |       |       |     |    |      |        |     |      |

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

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

Note: See instructions on the next page

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BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454

#### Contract No. 60D59 COOK County Section G-B-I-1 Route FAP 374 **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 \_\_\_\_\_

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: \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

- 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.
- Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B currently employed.
- Table C -Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

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#### Contract No. 60D59 COOK County Section G-B-I-1 Route FAP 374 District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

|  | Firm Name              |  |
|--|------------------------|--|
| (IF AN INDIVIDUAL)   |                        |  |
|  |                        |  |
|  |                        |  |
|  |                        |  |
|  | Firm Name              |  |
|  |                        |  |
| (IF A CO-PARTNERSHIP)  |                        |  |
|  |                        |  |
|  |                        | Name and Address of All Members of the Firm:                 |
| -  |                        |  |
| _  |                        |  |
|  |                        |  |
|  | Corporate Name         |  |
|  | Ву                     |  |
|  |                        | Signature of Authorized Representative                       |
|  |                        | Typed or printed name and title of Authorized Representative |
| (IF A CORPORATION)   |                        |  |
| (IF A JOINT VENTURE, USE THIS SECTION                          | Attest                 | Signature  |
| FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) |                        | · · · · ·  |
| SECOND FARTT SHOULD SIGN BELOW)                                | Dusiness Address       |  |
|  |                        |  |
|  | Corporate Name         |  |
|  |                        |  |
|  | Бу                     | Signature of Authorized Representative                       |
|  |                        |  |
|  |                        | Typed or printed name and title of Authorized Representative |
| (IF A JOINT VENTURE)   | Attest                 |  |
|  |                        | Signature  |
|  | Business Address       |  |
|  |                        |  |
| If more than two parties are in the joint venture              | e, please attach an ac | dditional signature sheet.                                   |



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

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

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

| PRINCIPAL                                  | SURETY  |
|--|---|
| (Company Name)                             | (Company Name)  |
| By:  | By:   |
| (Signature & Title)                        | (Signature of Attorney-in-Fact)   |
| STATE OF ILLINOIS,<br>COUNTY OF            | Notary Certification for Principal and Surety   |
| I,   | , a Notary Public in and for said County, do hereby certify that  |
|  | and   |
| (Insert names                              | s of individuals signing on behalf of PRINCIPAL & SURETY)   |
|  | same persons whose names are subscribed to the foregoing instrument on behalf of this day in person and acknowledged respectively, that they signed and delivered said uses and purposes therein set forth. |
| Given under my hand and notarial seal this | day of, A.D   |
|  |   |
| My commission expires                      |   |

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#

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:

| ame:     |  |
|----------|--|
| ddress:  |  |
|          |  |
|          |  |
| hone No. |  |

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

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

#### **NOTICE**

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

## **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 60D59 COOK County Section G-B-I-1 Route FAP 374 District 1 Construction Funds





## **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. 60D59 COOK County Section G-B-I-1 Route FAP 374 District 1 Construction Funds

Beam and bearing fabrication for the structure carrying IL Route 21 over Des Plaines River in Prospect Heights and Lake Avenue Woods Forest Preserve.

- 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:

| <u>CHE</u> | CK SHEET # PAGE NO.   |
|------------|---|
| 1          | Additional State Requirements For Federal-Aid Construction Contracts<br>(Eff. 2-1-69) (Rev. 1-1-07) |
| 2          | Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)                         |
| 3          | <b>X</b> EEO (Eff. 7-21-78) (Rev. 11-18-80)   |
| 4          | X Specific Equal Employment Opportunity Responsibilities  |
| _          | Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)  |
| 5          | X Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)                                 |
| 6          | Reserved  |
| 7          | National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)                  |
| 8          | Haul Road Stream Crossings, Other Temporary Stream Crossings, and                                   |
| ~          | In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)   |
| 9          | Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)                           |
| 10         | Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)  |
| 11         | Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)                          |
| 12         | Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)                                       |
| 13<br>14   | Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)                         |
| 14         | Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)                                       |
| 16         | Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)                          |
| 17         | Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)  |
| 18         | PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)   |
| 19         | Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)  |
| 20         | Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)                                |
| 21         | Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)   |
| 22         | Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)                                   |
| 23         | Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)                               |
| 24         | Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)                                      |
| 25         | Night Time Inspection of Roadway Lighting (Eff. 5-1-96)   |
| 26         | English Substitution of Metric Bolts (Eff. 7-1-96)  |
| 27         | English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)                       |
| 28         | Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)                             |
| 29         | Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)              |
| 30         | Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)              |
| 31         | Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)                  |

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#### STATE OF ILLINOIS

#### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", 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 374 (Illinois Route 21), Section G-B-I-1, Cook County and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 374 (Illinois Route 21) Over the Des Plaines River Beam and Bearing Fabrication Section G-B-I-1 Cook County Contract No. 60D59

#### LOCATION OF PROJECT

The project begins at the north bank of the Des Plaines River at Illinois Route 21 (Milwaukee Avenue) and extends in a south easterly direction to the south bank of the Des Plaines River approximately 162 feet from the beginning. The project is located in the City of Prospect Heights in Cook County.

#### DESCRIPTION OF PROJECT

The work to be performed under this contract consists of furnishing structural steel and bearings, and all incidental and collateral work necessary to complete the project as shown in the plans and as described herein for the following bridge structure: FAP Route 374 (Illinois Route 21) over the Des Plaines River (SN 016-6566).

#### **COMPLETION DATES**

The fabrication of all materials required for Stage I Construction, as specified in the plans and special provisions shall be completed prior to May 30, 2008. The fabrication of all materials required for Stage II Construction, as specified in the plans and special provisions shall be completed prior to August 29, 2008.

#### FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the completion dates as specified in the Special Provision for "Completion Dates", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$550.00, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

#### FURNISHING STRUCTURAL STEEL

<u>Description:</u> This work shall consist of furnishing, fabricating, shop painting, storing and delivering all structural steel and fixed steel bearings to the jobsite, as shown on the plans, according to the requirements of Sections 505, 506, 521 and 1083 of the Standard Specifications and as specified in these Special Provisions. The Contractor for this work shall hereinafter be referred to as the Fabrication Contractor.

This work shall include the furnishing of all materials including, but not limited to, steel beams, splice plates, diaphragm steel, fixed steel bearing assemblies, and all shop and field fasteners for structural steel. The steel retainers for all bearings and the shim plates and elastomeric pads for fixed steel bearings shall be furnished under the pay item for Furnishing Structural Steel. Anchor Bolts and Stud Shear Connectors will be furnished by an Erection Contractor under a separate contract.

The items furnished under this pay item will be erected by an Erection Contractor under a separate contract. Anchor bolts for installation of the bearings will be furnished by the Erection Contractor.

<u>Delivery of Structural Steel:</u> For bidding purposes only, it is anticipated that the delivery of the Stage I structural steel will be required *on* or before May 30, 2008 and that the delivery of the Stage II structural steel will be required *on* or before August 29, 2008. These dates are the scheduled delivery dates. The Engineer will confirm these dates.

Delivery of structural steel to the jobsite shall be coordinated with the Erection Contractor to permit the erection of the steel in stages without delaying the progress of the Erection Contractor. It shall be the Fabrication Contractor's responsibility to deliver the structural steel on time according to Article 505.09 of the Standard Specifications.

The Erection Contractor will provide the Fabrication Contractor with a working schedule for shipping the structural steel to the jobsite within 30 calendar days after the execution of the erection contract. The Erection Contractor will notify the Fabrication Contractor of any changes in the scheduled delivery dates a minimum of three calendar weeks in advance of his/her steel erection dates for the bridge. If necessary, the Erection Contractor will be allowed up to and including the Fabrication Contractor's contract completion dates to make such changes. Any changes to the working or shipping schedule requested by either Contractor after the Fabrication Contractor's completion dates shall require the Engineer's written approval and shall be agreed upon in writing by both Contractors. No additional compensation shall be allowed nor will an extension of time be considered because of the above requirements.

<u>Storage of Structural Steel:</u> The Erection Contractor will be responsible for receiving, unloading, storing and protecting all fabricated materials from the time of delivery, as required by Article 505.09 of the Standard Specifications. The Fabrication Contractor shall be responsible for storage and care of fabricated materials until delivery according to the special provision for Storage of Structural Steel.

<u>Shop Painting:</u> Structural steel shall be painted as specified in Articles 506.03 and 506.04 of the Standard Specifications.

<u>Drawings:</u> Shop drawings shall be prepared according to Article 505.03 of the Standard Specifications and as modified herein. Each bearing assembly or shipping piece shall be detailed with an erection mark. The erection marks shall be shown on the shop drawings and also on the individual shipping piece so they can be located in the field.

In addition to the drawings required by Article 505.03 of the Standard Specifications, the Fabrication Contractor shall provide two (2) approved copies and one (1) reproducible copy of all fabrication shop drawings to the Erection Contractor for use during erection of the structural steel. Shop drawings shall include a field bolt list and location of the field bolts required. No extra compensation will be allowed for furnishing shop drawings for the Erection Contractor's use.

<u>Basis of Payment:</u> This work will be paid for at the contract lump sum price for FURNISHING STRUCTURAL STEEL, which price shall be payment in full for all materials, fabrication, shop coat of paint, shop assembly, delivery FOB to the specified unloading point and any required storage to 90 calendar days after the specified contract completion dates.

#### STORAGE OF STRUCTURAL STEEL

<u>Description:</u> The Fabrication Contractor will be responsible for storing and protecting all fabricated materials, including structural steel, and delivering the fabricated materials to the jobsite according to the Erection Contractor's working schedule as required by Article 505.09 of

the Standard Specifications. All storage costs incurred by the Fabrication Contractor during the Contract period and up to 90 calendar days after the specified contract completion dates shall be borne by the Fabrication Contractor, and shall be included in the bid price for the fabrication items. Any such storage costs incurred by the Fabrication Contractor beyond the 90-day period shall be paid under this item.

<u>Method of Measurement:</u> All structural steel shown on the plans will be included for payment. All other structural metals, unless they are listed as separate pay items or incidental to other items will be included as structural steel.

<u>Basis of Payment:</u> The cost for storage, protection and care of the fabricated structural steel and bearings, incurred by the Fabrication Contractor beyond the 90-day period, will be paid for at the contract unit price per calendar day of STORAGE OF STRUCTURAL STEEL.

#### CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994 Revised Date: January 1, 2007

<u>Description.</u> The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. The three coat paint system shall be the system as specified on the plans and as defined herein.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

| ltem                                  | Article |
|---------------------------------------|---------|
| (a) Inorganic Zinc-Rich Primer        | 1008.02 |
| (b) Waterborne Acrylic                | 1008.04 |
| (c) Aluminum Epoxy Mastic             | 1008.03 |
| (d) Organic Zinc-Rich Primer (Note 1) |         |
| (e) Epoxy Intermediate (Note 1)       |         |
| (f) Aliphatic Urethane (Note 1)       |         |

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

<u>Submittals.</u> At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.

Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

- b) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.
- c) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

<u>Field Quality Control (QC) Inspections.</u> The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for the Engineer's use when requested.

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

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

The Engineer will issue a Non-Conformance Report when cleaning and painting work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

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

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

regulations are provided.

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

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

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

The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

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

The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

<u>Seasonal Restrictions on Field Cleaning and Painting.</u> Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

**Inorganic Zinc-rich/ Waterborne Acrylic Paint system.** This system shall be for shop and field application of the coating system, shop application of the intermediate and top coats will not be allowed.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

 b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2: Zinc Primer: 3 mils (75 microns) min., 6 mils (150 microns) max. Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max. Intermediate Coat: 2 mils (50 microns) min., 4 mils (100 microns) max. Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 7 and 14 mils (180 and 355 microns).

- c) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

**Organic Zinc-Rich/ Epoxy/ Urethane Paint System.** This system shall be for full shop application of the coating system, all contact surfaces shall be masked off prior to application of the intermediate and top coats.

<u>Additional Surface Preparation</u>. In addition to the requirements of Section 3.2.9 of the AASHTO/AWS D1.5/D1.5:2002 Bridge Welding Code (breaking thermal cut corners of stress carrying members), rolled and thermal cut corners to be painted with organic zinc primer shall be broken if they are sharper than a 1/16 in. (1.5 mm) radius. Corners shall be broken by a single pass of a grinder or other suitable device at a 45 degree angle to each adjoining surface prior to final blast cleaning, so the resulting corner approximates a 1/16 in. (1.5 mm) or larger radius after blasting. Surface anomalies (burrs, fins, deformations) shall also be treated to meet this criteria before priming.

In the shop, all structural steel designated to be painted shall be given one coat of organic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3, and the structural steel shall then receive one full intermediate coat of epoxy and one full topcoat of aliphatic urethane.

(a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

- (b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2: Organic Zinc-Rich Primer: 3 mils (75 microns) min., 5 mils (125 microns) max. Aluminum Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max. Epoxy Intermediate Coat: 3 mils (75 microns) min., 6 mils (150 microns) max. Aliphatic Urethane Top Coat: 2.5 mils (65 microns) min., 4 mils (100 microns) max.
- (c) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 8.5 and 15 mils (215 and 375 microns).
- (d) When specified on the plans or as requested by the Contractor, and approved by the Engineer, the epoxy intermediate and aliphatic urethane top coats shall be applied in the shop. All faying surfaces of field connections shall be masked off after priming and shall not receive the intermediate or top coats in the shop. The intermediate and top coats for field connections shall be applied, in the field, after erection of the structural steel is completed. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- (e) Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-SP3. The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating. The existing coating in the feathered area shall be roughened to insure proper adhesion of the repair coats. The areas cleaned to bare metal shall be spot painted with aluminum epoxy mastic. The intermediate and finish coat shall be spot applied to with at least a 6 inch (150 mm) overlap onto the existing finish coat.

Aluminum Epoxy Mastic/ Waterborne Acrylic Paint system. This system shall be for shop or field application of the entire coating system.

Before priming with aluminum epoxy mastic the steel the surfaces to be primed shall be prepared according to SSPC SP6 for Commercial Blast Cleaning. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat of aluminum epoxy mastic and one full topcoat of waterborne acrylic paint.

d) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.  e) Coating Dry Film Thickness (dft), measured according to SSPC-PA2: Epoxy Mastic Primer: 5 mils (125 microns) min., 7 mils (180 microns) max. Epoxy Mastic Intermediate Coat: 5 mils (125 microns) min., 7 mils (180 microns) max.

Acrylic Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 12 and 18 mils (300 and 460 microns).

- f) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work and the requirements as outlined in the data sheets shall be followed.

#### Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" for the Inorganic Zinc/ Acrylic System, "CODE X" for the Organic Zinc/ Epoxy/ Urethane System, "CODE AB" for the Organic Zinc/ Epoxy/ Urethane System (shop applied), and "CODE U" for the Aluminum Epoxy Mastic/ Acrylic System all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

<u>Method of Measurement.</u> Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

#### SURFACE PREPARATION AND PAINTING REQUIREMENTS FOR WEATHERING STEEL

Effective: November 21, 1997

Revised: February 2, 2007

<u>Description</u>: This work consists of surface preparation of structural steel on bridges built with AASHTO Grade 50W (AASHTO M270M Grade 345W) weathering steel. Also included is the protection and cleaning of the substructure.

<u>Paint systems</u>: When painting of the structural steel or portions thereof is specified on the plans, unless noted otherwise the Contractor shall have the option of using a shop and field applied paint system or a full shop applied system. Cleaning and painting shall be according to the Special Provision for "Cleaning and Painting New Metal Structures" except as modified herein.

a) Shop and Field Applied Paint System. When the primer is to be shop applied and the intermediate and top coats field applied the Inorganic Zinc Rich/ Acrylic/ Acrylic Paint System shall be used.

b) Shop Applied Paint System. When the primer, intermediate and top coats are all to be shop applied the Organic Zinc Rich/ Epoxy/ Urethane Paint System shall be used.

c) The galvanizing requirement of Article 506.04(j) of the Standard Specifications shall not apply to AASHTO M164 (M164M) Type 3 bolts.

d) All materials for the paint system used shall be supplied by the same paint manufacturer. The color of the finish coat supplied shall match the Federal Color Standard 595a 20045.

### Construction Requirements

<u>Surface Preparation:</u> All steel shall be cleaned of any surface contamination according to SSPC-SP1 (Solvent Cleaning) and then given a blast cleaning according to SSPC-SP6 (Commercial Blast Cleaning) except areas to be painted shall be given a blast cleaning according to SSPC-SP10 (Near-White Blast Cleaning).

<u>Water Washing:</u> After blasting and painting, all areas of the steel to remain unpainted shall be sprayed with a stream of potable water to ensure uniform weathering.

<u>Protection and Cleaning of Substructure:</u> The piers and abutments shall be protected during construction to prevent rust staining of the concrete. This can be accomplished by temporarily wrapping the piers and abutments with polyethylene covering. Any rust staining of the piers or abutments shall be cleaned to satisfaction of the Engineer after the bridge deck is complete.

<u>Basis of Payment:</u> Surface preparation of structural steel, protection and cleaning of the substructure and painting of structural steel when specified will be considered as included in the cost for fabrication and erection of structural steel and will not be paid for separately.

### 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 x (AHR 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 FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 237 Article 420.18. In the second line of the first paragraph change "October 15" to "November 1".
- Page 345 Article 505.08(I). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(I). 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  $\mu$ m)" to "(600  $\mu$ m)".

- 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

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

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

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

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

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

### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

#### STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: April 1, 2007

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.

(c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars Q = quantity of steel incorporated into the work, in lb (kg) D = price factor, in dollars per lb (kg)

 $D = CBP_M - CBP_L$ 

- Where:  $CBP_M =$  The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).
  - CBP<sub>L</sub> = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the  $CBP_M$  will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $CBP_L$  and  $CBP_M$  in excess of five percent, as calculated by:

Percent Difference = { $(CBP_L - CBP_M) \div CBP_L$ } × 100

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

| Attachment  |                               |  |  |  |  |  |  |  |  |
|---|-------------------------------|--|--|--|--|--|--|--|--|
| Item  | Unit Mass (Weight)            |  |  |  |  |  |  |  |  |
| Metal Piling (excluding temporary sheet piling)                                   |                               |  |  |  |  |  |  |  |  |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness) | 23 lb/ft (34 kg/m)            |  |  |  |  |  |  |  |  |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness) | 32 lb/ft (48 kg/m)            |  |  |  |  |  |  |  |  |
| Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness) | 37 lb/ft (55 kg/m)            |  |  |  |  |  |  |  |  |
| Other piling  | See plans                     |  |  |  |  |  |  |  |  |
| Structural Steel  | See plans for weights         |  |  |  |  |  |  |  |  |
|   | (masses)                      |  |  |  |  |  |  |  |  |
| Reinforcing Steel   | See plans for weights         |  |  |  |  |  |  |  |  |
|   | (masses)                      |  |  |  |  |  |  |  |  |
| Dowel Bars and Tie Bars   | 6 lb (3 kg) each              |  |  |  |  |  |  |  |  |
| Mesh Reinforcement  | 63 lb/100 sq ft (310 kg/sq m) |  |  |  |  |  |  |  |  |
| Guardrail   |                               |  |  |  |  |  |  |  |  |
| Steel Plate Beam Guardrail, Type A w/steel posts                                  | 20 lb/ft (30 kg/m)            |  |  |  |  |  |  |  |  |
| Steel Plate Beam Guardrail, Type B w/steel posts                                  | 30 lb/ft (45 kg/m)            |  |  |  |  |  |  |  |  |
| Steel Plate Beam Guardrail, Types A and B w/wood posts                            | 8 lb/ft (12 kg/m)             |  |  |  |  |  |  |  |  |
| Steel Plate Beam Guardrail, Type 2  | 305 lb (140 kg) each          |  |  |  |  |  |  |  |  |
| Steel Plate Beam Guardrail, Type 6  | 1260 lb (570 kg) each         |  |  |  |  |  |  |  |  |
| Traffic Barrier Terminal, Type 1 Special (Tangent)                                | 730 lb (330 kg) each          |  |  |  |  |  |  |  |  |
| Traffic Barrier Terminal, Type 1 Special (Flared)                                 | 410 lb (185 kg) each          |  |  |  |  |  |  |  |  |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms                        |                               |  |  |  |  |  |  |  |  |
| Traffic Signal Post   | 11 lb/ft (16 kg/m)            |  |  |  |  |  |  |  |  |
| Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)                     | 14 lb/ft (21 kg/m)            |  |  |  |  |  |  |  |  |
| Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)                | 21 lb/ft (31 kg/m)            |  |  |  |  |  |  |  |  |
| Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)                                    | 13 lb/ft (19 kg/m)            |  |  |  |  |  |  |  |  |
| Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)                                   | 19 lb/ft (28 kg/m)            |  |  |  |  |  |  |  |  |
| Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)                          | 31 lb/ft (46 kg/m)            |  |  |  |  |  |  |  |  |
| Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)                       | 65 lb/ft (97 kg/m)            |  |  |  |  |  |  |  |  |
| Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)                       | 80 lb/ft (119 kg/m)           |  |  |  |  |  |  |  |  |
| Metal Railings (excluding wire fence)   |                               |  |  |  |  |  |  |  |  |
| Steel Railing, Type SM  | 64 lb/ft (95 kg/m)            |  |  |  |  |  |  |  |  |
| Steel Railing, Type S-1   | 39 lb/ft (58 kg/m)            |  |  |  |  |  |  |  |  |
| Steel Railing, Type T-1   | 53 lb/ft (79 kg/m)            |  |  |  |  |  |  |  |  |
| Steel Bridge Rail   | 52 lb/ft (77 kg/m)            |  |  |  |  |  |  |  |  |
| Frames and Grates   |                               |  |  |  |  |  |  |  |  |
| Frame   | 250 lb (115 kg)               |  |  |  |  |  |  |  |  |
| Lids and Grates   | 150 lb (70 kg)                |  |  |  |  |  |  |  |  |

Return With Bid

## ILLINOIS DEPARTMENT OF TRANSPORTATION

### OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: \_\_\_\_\_\_
Company Name: \_\_\_\_\_\_
Contractor's Option:
Is your company opting to include this special provision as part of the contract plans?
Yes No Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

### ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR COOK COUNTY 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 <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

# **Cook County Prevailing Wage for October 2007**

| Trade Name                                 |        | TYP (        |   |         | FRMAN *M-F>8             |     |     |       | Pensn          | Vac   | Trng<br>===== |
|--|--------|--------------|---|---------|--------------------------|-----|-----|-------|----------------|-------|---------------|
| ASBESTOS ABT-GEN                           |        | ALL          |   |         | 33.650 1.5               |     |     |       | 5.680          |       |               |
| ASBESTOS ABT-MEC                           |        | BLD          |   |         | 24.800 1.5               |     |     |       | 4.910          |       |               |
| BOILERMAKER                                |        | BLD          |   |         | 42.000 2.0               |     |     |       | 7.440          |       |               |
| 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          |   | 39.850  | 41.850 2.0               | 1.5 | 2.0 | 7.490 | 6.520          | 0.000 | 0.170         |
| CERAMIC TILE FNSHER                        |        | BLD          |   | 30.150  | 0.000 1.5                | 1.5 | 2.0 | 5.850 | 6.600          | 0.000 | 0.340         |
| COMM. ELECT.                               |        | BLD          |   | 33.940  | 36.440 1.5               | 1.5 | 2.0 | 7.200 | 5.590          | 0.000 | 0.700         |
| ELECTRIC PWR EQMT OP                       |        | ALL          |   | 37.300  | 43.450 1.5               | 1.5 | 2.0 | 8.310 | 10.77          | 0.000 | 0.280         |
| ELECTRIC PWR GRNDMAN                       |        | ALL          |   | 29.090  | 43.450 1.5               | 1.5 | 2.0 | 6.450 | 8.390          | 0.000 | 0.220         |
| ELECTRIC PWR LINEMAN                       |        | ALL          |   | 37.300  | 43.450 1.5               | 1.5 | 2.0 | 8.310 | 10.77          | 0.000 | 0.280         |
| ELECTRICIAN                                |        | ALL          |   |         | 40.400 1.5               |     |     |       | 7.650          |       |               |
| ELEVATOR CONSTRUCTOR                       |        | BLD          |   |         | 47.300 2.0               |     |     |       | 6.060          |       |               |
| FENCE ERECTOR                              |        | ALL          |   |         | 30.140 1.5               |     |     |       | 5.970          |       |               |
| GLAZIER                                    |        | BLD          |   |         | 34.500 1.5               |     |     |       | 10.15          |       |               |
| HT/FROST INSULATOR                         |        | BLD          |   |         | 35.050 1.5               |     |     |       | 8.610          |       |               |
| IRON WORKER                                |        | ALL          |   |         | 41.250 2.0               |     |     |       | 12.74          |       |               |
| LABORER                                    |        | ALL          |   |         | 33.900 1.5<br>39.770 1.5 |     |     |       | 5.680          |       |               |
| LATHER<br>MACHINIST                        |        | BLD<br>BLD   |   |         | 40.390 2.0               |     |     |       | 6.910<br>6.550 |       |               |
| MACHINISI<br>MARBLE FINISHERS              |        | ALL          |   | 27.680  | 0.000 1.5                |     |     |       | 8.770          |       |               |
| MARBLE MASON                               |        | BLD          |   |         | 40.070 1.5               |     |     |       | 8.770          |       |               |
| MATERIAL TESTER I                          |        | ALL          |   | 23.150  | 0.000 1.5                |     |     |       | 5.680          |       |               |
| MATERIALS TESTER II                        |        | ALL          |   | 28.150  | 0.000 1.5                |     |     |       | 5.680          |       |               |
| MILLWRIGHT                                 |        | ALL          |   |         | 39.770 1.5               |     |     |       | 6.910          |       |               |
| OPERATING ENGINEER                         |        | BLD 1        | L | 41.550  | 45.550 2.0               |     |     |       | 5.600          |       |               |
| OPERATING ENGINEER                         |        | BLD 2        | 2 | 40.250  | 45.550 2.0               | 2.0 | 2.0 | 6.850 | 5.600          | 1.900 | 0.700         |
| OPERATING ENGINEER                         |        | BLD 3        | 3 | 37.700  | 45.550 2.0               | 2.0 | 2.0 | 6.850 | 5.600          | 1.900 | 0.700         |
| OPERATING ENGINEER                         |        | BLD 4        | 1 | 35.950  | 45.550 2.0               | 2.0 | 2.0 | 6.850 | 5.600          | 1.900 | 0.700         |
| OPERATING ENGINEER                         |        | FLT 1        | L | 47.250  | 47.250 1.5               | 1.5 | 2.0 | 6.850 | 5.600          | 1.900 | 0.000         |
| OPERATING ENGINEER                         |        | FLT 2        | 2 | 45.750  | 47.250 1.5               | 1.5 | 2.0 | 6.850 | 5.600          | 1.900 | 0.000         |
| OPERATING ENGINEER                         |        | FLT (        |   |         | 47.250 1.5               | 1.5 |     |       | 5.600          |       |               |
| OPERATING ENGINEER                         |        |              |   |         | 47.250 1.5               | 1.5 |     |       | 5.600          |       |               |
| OPERATING ENGINEER                         |        |              |   |         | 43.750 1.5               |     |     |       | 5.600          |       |               |
| OPERATING ENGINEER                         |        |              |   |         | 43.750 1.5               |     |     |       | 5.600          |       |               |
| OPERATING ENGINEER                         |        |              |   |         | 43.750 1.5               |     |     |       | 5.600          |       |               |
| OPERATING ENGINEER                         |        |              |   |         | 43.750 1.5               |     |     |       | 5.600          |       |               |
| OPERATING ENGINEER<br>ORNAMNTL IRON WORKER |        | HWY :<br>ALL | C |         | 43.750 1.5<br>39.600 2.0 |     |     |       | 5.600<br>11.58 |       |               |
| PAINTER                                    |        | ALL          |   |         | 39.800 2.0               |     |     |       | 7.400          |       |               |
| PAINTER SIGNS                              |        | BLD          |   |         | 32.520 1.5               |     |     |       | 2.310          |       |               |
| PILEDRIVER                                 |        | ALL          |   |         | 39.770 1.5               |     |     |       | 6.910          |       |               |
| PIPEFITTER                                 |        | BLD          |   |         | 42.000 1.5               |     |     |       | 7.550          |       |               |
| PLASTERER                                  |        | BLD          |   |         | 38.270 1.5               |     |     |       | 7.740          |       |               |
| PLUMBER                                    |        | BLD          |   |         | 41.700 1.5               |     |     |       | 4.560          |       |               |
| ROOFER                                     |        | BLD          |   |         | 35.650 1.5               |     |     |       | 3.310          |       |               |
| 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          |   |         | 42.500 1.5               | 1.5 | 2.0 | 8.500 | 6.850          | 0.000 | 0.500         |
| STEEL ERECTOR                              |        | ALL          |   |         | 37.750 2.0               |     |     |       | 10.77          |       |               |
| STONE MASON                                |        | BLD          |   |         | 40.070 1.5               |     |     |       | 8.770          |       |               |
| TERRAZZO FINISHER                          |        | BLD          |   |         | 0.000 1.5                |     |     |       | 9.200          |       |               |
| TERRAZZO MASON                             |        | BLD          |   |         | 38.390 1.5               |     |     |       | 10.05          |       |               |
| TILE MASON                                 |        | BLD          |   |         | 40.630 1.5               |     |     |       | 7.850          |       |               |
| TRAFFIC SAFETY WRKR                        | Ţ.     | HWY          |   |         | 25.900 1.5               |     |     |       | 1.875          |       |               |
| TRUCK DRIVER<br>TRUCK DRIVER               | E<br>r |              |   |         | 30.600 1.5               |     |     |       | 4.800          |       |               |
| TRUCK DRIVER                               | E<br>E |              |   |         | 30.600 1.5<br>30.600 1.5 |     |     |       | 4.800<br>4.800 |       |               |
| INCON DRIVER                               | ш      | лцц .        | ر | JU. 100 | JU.000 I.J               | т.J | 4.0 | 0.100 | 1.000          | 0.000 | 0.100         |

| TRUCK DRIVER | Е | ALL 4 | 30.600 | 30.600 | 1.5 | 1.5 | 2.0 | 6.150 | 4.800 | 0.000 | 0.150 |
|--------------|---|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | W | ALL 1 | 30.950 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL 2 | 31.100 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL 3 | 31.300 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL 4 | 31.500 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| 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**

COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

#### CERAMIC TILE FINISHER

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

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

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all mateiral 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 installatin 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 experiors 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 experior 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.

#### 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.

#### 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; Rotory 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.

#### TRAFFIC SAFETY

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

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

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

Other Classifications of Work:

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