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

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <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 Timothy.Garman@illinois.gov.

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

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

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

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

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

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

# 189

Address

City

# Letting June 13, 2008

# 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. 68750 WOODFORD-MARSHALL Counties Section D4 TREE MITIGATION District 4 Construction Funds Route FAI 39

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

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

Plans Included Herein

Prepared by S Checked by

(Printed by authority of the State of Illinois)

#### 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. 68750 WOODFORD-MARSHALL Counties Section D4 TREE MITIGATION Route FAI 39 District 4 Construction Funds

This project consists of planting trees and shrubs along Interstate 39 in Woodford and Marshall counties.

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

BD 353A (Rev. 12/2005)

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

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

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

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

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

If a combination bid is submitted, the proposal 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 amoun	t 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 caus	ses suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond shall becom	ne void or the proposal	guaranty check shall be returned to the
undersigned.		

Attach Cashier's Check or	Certified Check Here
In the event that one proposal guaranty check is intended to cover two or more p of the proposal guaranties which would be required for each individual proposal. state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	Item
Sectio	n No
с	ounty

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	Cents			

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

#### **ILLINOIS DEPARTMENT OF TRANSPORTATION** SCHEDULE OF PRICES CONTRACT 68750 NUMBER -

C-94-117-07 State Job # -PPS NBR -4-00099-0100 County Name -MARSHALL--Code -123 - -4 - -District -

Project Number

Route

FAI 39

Section Number -**D4 TREE MITIGATION** 

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2C000G5	T-AESCULUS GLA CG 5G	EACH	21.000				
A2C050G5	T-QUER BICL SWO CG 5G	EACH	12.000				
A2C070G5	T-TAXODIUM DIS CG 5G	EACH	30.000				
A2C107G5	T-GYMNO DIOIC CG 5G	EACH	18.000				
B20014G5	T-CORNUS MAS CG 5G	EACH	98.000				
B20018G5	T-SYRING RET CG 5G	EACH	84.000				
	S-AMOUPHA FRUIT CG 3G	EACH	905.000				
	S-CORYLUS AMER CG 3G	EACH	875.000				
C2C008G3		EACH	850.000				
C2C018G3		EACH	1,015.000				
C2C059G3		EACH	745.000				
67100100			1.000				
	TRAF CONT & PROT		1.000				
70101700			1.000				
I					<u> </u>		<u> </u>

Page 1 5/28/2008

#### ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68750

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price	

Page 2 5/28/2008 CONTRACT NUMBER

68750

THIS IS THE TOTAL BID \$

NOTES:

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

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

#### I. GENERAL

**A.** Article 50 of the 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 \$171,000.00. Sixty percent of the salary is \$102,600.00.

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.

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

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

/\_\_\_/ Company has business operations in Iran as disclosed the attached document.

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

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

Bidding Organization	
Signature	Date
Printed Name	Title
Address	
City/State	Zip Code
Telephone	Facsimile
E-mail	

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

#### PART I Business and Directory Information

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

(n) Identify accounting firm:

- (o) The successful business will be required to register to do business in Illinois. If already registered, provide the date of the registration to do business in Illinois and the name of the registered agent in the State:
- (p) Business web site:

- (q) Is this business currently prequalified by the Department of Transportation? If yes, list all work ratings issued:
- (r) Has this business performed contracts awarded by the Department as prime contractor? If yes, list the three most recent: \_\_\_\_\_
- (s) Has this business participated as a subcontractor under contracts awarded by the Department? If yes, list the three most recent identifying the prime contractor:

#### PART II References

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

(1)	Government Agency (Name)	:								
	Contact Person Name:									
	Address:									
		E-mail Address:								
	Types of services provided a	ind dates provided:								
(2)	Governmental Agency (Nam	e):								
	Contact Person Name:									
	Address:									
	Phone:	E-mail Address:								
	Types of services provided and dates provided:									
(3)	Private Firm (Name):									
. ,	Contact Person Name:									
		E-mail Address:								
		ind dates provided:								
(4)	Private Firm (Name):									
	Contact Person Name:									
		E-mail Address:								
	Types of services provided a	ind dates provided:								

#### PART III Equipment Inventory

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

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

- a. Is the above equipment owned by the company and presently in the firm's equipment inventory?
   (Do not include any proposed subcontractor equipment on this form)
- b. If not owned, how will the equipment be obtained within the required time in the event of award?

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

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

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

DHR Public Contracts Number:

(C	heck	if applicab	ole) The nui	mber is	not	required l	because	the company	has emplo	yed
14 o	r less	full-time	employees	during	the	365-day	period	immediately	preceding	the
public	ation	of this invi	tation.							

IF NUMBER HAS NOT YET BEEN ISSUED:

Date completed application was submitted to DHR:

Date of Expiration:

#### PART V Taxpayer Identification Number

I certify that:

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

#### Name (Printed):

#### **Taxpayer Identification Number:**

Social Security Number	
or Employer Identification Number	
Legal Status (check one):	
Individual	Governmental
Sole Proprietorship	Estate or Trust
Partnership/Legal Corporation	Other
Tax-exempt	

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

- 1. During the last five (5) years, has the Bidder had a contract for services terminated for any reason? \_\_\_\_\_\_ If so, provide full details related to the termination.\_\_\_\_\_
- 2. During the last (5) years, describe any damages or penalties or anything of value traded or given up by the Bidder under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this invitation and the contemplated Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Bidder.
- 3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- 4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Bidder to perform the required services. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid, and with respect to the successful Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department.

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

# NOTICE

#### PA 95-0635 SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP) Effective January 1, 2008

This Public Act requires that all contractors and subcontractors have a SAPP, meeting certain requirements, in place before starting work.

The as read low bidder is required to submit a correctly completed SAPP Certification Form BC 261 within seven (7) working days after the Letting. The Department will not accept a SAPP that does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to failure to comply the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, may deny authorization to bid the project if re-advertised for bids and may not allow the bidder to participate on subsequent Lettings.

#### Submittal and approval of the bidder's SAPP is a condition of award.

The SAPP is to be submitted to the Bureau of Design & Environment, Contracts Office, Room 326, 2300 South Dirksen Parkway, Springfield, IL 62764. Voice 217-782-7806. Fax 217-785-1141. It is the bidder's responsibility to obtain confirmation of delivery.

The requirements of this Public Act are a material part of the contract, and the contractor shall require this provision to be included in all approved subcontracts. The contractor shall submit the correctly completed SAPP Certification Form BC 261 for each subcontractor with the Request for Approval of Subcontractor Form BC 260A.

#### 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 check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks 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)	
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
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES <u>NO</u>
- Does anyone in your organization receive more than \$102,600.00 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 \$102,600.00? 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. Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

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

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

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

#### 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

Yes No \_\_\_

Contractor Name				
Legal Address				
City, State, Zip				
Telephone Number	Email Addr	ess	Fax Number (if available)	
(30 ILCS 500). Vendors of and potential conflict of in the publicly available cor ended contracts. <b>A pul</b>	desiring to enter into a contract terest information as specified tract file. This Form A must	ct with the State of Illi d in this Disclosure Fo be completed for bio submit a 10K disc	ion 50-35 of the Illinois Procurement nois must disclose the financial inf orm. This information shall becom ds in excess of \$10,000, and for closure (or equivalent if applic orm Instructions.	formation ne part of all open-
		FINANCIAL INFOR		
terms of ownership or di \$102,600.00 (60% of the	stributive income share in exc	cess of 5%, or an inter 07). <b>(Make copies of</b>	an interest in the BIDDER (or its parest which has a value of more tha this form as necessary and atta ments)	in
-	e or print information)	<u> </u>		
NAME:				
ADDRESS				
Type of ownershi	p/distributable income share:			
stock	sole proprietorship	Partnership	other: (explain on separate s	heet):
% or \$ value of ow	nership/distributable income shar	e:		

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60 % of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the salary of the Governor as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 <u>No</u>

#### APPLICABLE STATEMENT

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

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.

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 CHECKED

 Signature of Authorized Representative	Date

#### SPECIAL NOTICE TO CONTRACTORS

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

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

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



#### Contract No. 68750 WOODFORD-MARSHALL Counties Section D4 TREE MITIGATION Route FAI 39 District 4 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										(		EN		S				
				MINORITY EMPLOYEES						TRAINEES					TOCO			
JOB CATEGORIES		TAL DYEES	BI /	ACK	HISP			HER NOR.	APPF TIC			HE JOB		TOTAL EMPLOYEES		ES EMPLOYEES		
CATEGORIES	M	F	M	F	M	F	M	F	M	F	M	F		M	F		M	F
OFFICIALS (MANAGERS)				-						_								-
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C							_	Г		EOP			IENT US			
		aining Pro	pjection	n for C	ontract		1		4			FUR	ושט					
EMPLOYEES IN		TAL DYEES	BLA	АСК	HISP	ANIC	-	THER INOR.										

TOTAL Training Projection for Contract										
TO	TAL					*OTHER				
EMPLOYEES		ES BLACK		HISP	ANIC	MINOR.				
М	F	М	F	М	F	М	F			
	TO EMPLO M	TOTAL EMPLOYEES M F	TOTAL EMPLOYEES BL/ M F M	TOTAL EMPLOYEES BLACK M F M F	TOTAL EMPLOYEES BLACK HISP M F M F M	TOTAL EMPLOYEES BLACK HISPANIC M F M F M F	TOTAL *OT EMPLOYEES BLACK HISPANIC MIN			

<sup>t</sup> Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

Contract No. 68750 **WOODFORD-MARSHALL** Counties Section D4 TREE MITIGATION Route FAI 39 **District 4 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.

\_\_\_ persons will The undersigned bidder estimates that (number) 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 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.

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

#### Contract No. 68750 WOODFORD-MARSHALL Counties Section D4 TREE MITIGATION Route FAI 39 District 4 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)	Attoct	
(IF A JOINT VENTURE, USE THIS SECTION		Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attost	
	Allesi	Signature
	Business Address	
If more than two parties are in the joint ventur	e nlease attach an ar	ditional signature sheet
	s, prodos alluon un de	



**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				
(Company Na	ame)		(Company N	lame)
By:		By:		
(Signatu	re & Title)		(Signature of Att	orney-in-Fact)
Notary Certification for Principal and STATE OF ILLINOIS,	l Surety			
County of				
l,		, a Notary Pu	blic in and for said County,	do hereby certify that
		and		
	(Insert names of individual	s signing on behalf of PR	INCIPAL & SURETY)	
who are each personally known to r and SURETY, appeared before me and voluntary act for the uses and p	ne to be the same persons this day in person and ack	whose names are subsc	ribed to the foregoing instru	ment on behalf of PRINCIPAL
Given under my hand and not	arial seal this	day of		A.D.
My commission expires				
, <u>.</u>			Notar	y Public
In lieu of completing the above sec marking the check box next to the s and the Principal and Surety are firm	Signature and Title line be	ow, the Principal is ensu	ring the identified electronic	c bid bond has been executed
Electronic Bid Bond ID#	Company / Bidde	Name	Sigr	ature and Title

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

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.
	Item No.

Submitted By:

lame:	
Address:	
Phone No.	

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

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

#### **NOTICE**

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

# NOTICE

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

Contract No. 68750 WOODFORD-MARSHALL Counties Section D4 TREE MITIGATION Route FAI 39 District 4 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., June 13, 2008. 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. 68750 WOODFORD-MARSHALL Counties Section D4 TREE MITIGATION Route FAI 39 District 4 Construction Funds

This project consists of planting trees and shrubs along Interstate 39 in Woodford and Marshall counties.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

### INDEX

### FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

### Adopted January 1, 2008

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

### ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-08)

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251	Mulch	. 2
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280	Temporary Erosion Control	
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502	Excavation for Structures	. 9
503	Concrete Structures	. 10
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The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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10       Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)       60         11       Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)       63         12       Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)       63         13       Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)       69         14       Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)       71         15       PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)       72         16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       72         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       74         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       83         22       Temporary Modular Glare Screen System (Eff. 8-1-03) (Rev. 1-1-07)       83         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       87         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       87         25       Night Time Inspection of Read	0			
11       Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)       63         12       Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)       65         13       Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)       69         14       Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)       71         15       PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)       72         16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       74         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       74         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       83         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       85         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       87         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       89         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metr	-			-
12       Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)       65         13       Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)       69         14       Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)       71         15       PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)       72         16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       74         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       77         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       78         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       83         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       85         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       87         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       87         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metric Bolts (Eff. 7-1-96)       91         27       English Substitution of Metric Reinforcement Bars (E				
13       Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)       69         14       Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)       71         15       PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)       72         16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       74         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       77         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       83         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       85         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       87         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       89         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metric Boils (Eff. 7-1-96)       91         27       English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)       92         28       Calcium Chloride Accelerator for Por				
14       Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)       71         15       PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)       72         16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       74         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       77         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       78         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       83         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       85         24       Work Zone Public Information Signs (Eff. 5-1-96)       90         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metric Reinforcement Bars (Eff. 4-1-06) (Rev. 1-1-03)       92         27       English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)       92         28       Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)       93         29       Quality Control of Concrete				
15       PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)       72         16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       74         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       77         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       79         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       83         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       87         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       87         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metric Bolts (Eff. 7-1-96)       91         27       English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)       92         28       Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)       93         29       Quality Control of Concrete Mixtures at the Plant-Single A       (Eff. 8-1-00) (Rev. 1-1-04)         30       Quality Control of				
16       Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)       74         17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       77         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       83         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       85         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       87         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       89         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metric Bolts (Eff. 7-1-96)       91         27       English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)       92         28       Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)       93         29       Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)       94         30       Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)       100         31 <t< td=""><td></td><td></td><td></td><td></td></t<>				
17       Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)       75         18       PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)       77         19       Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)       78         20       Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)       79         21       Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)       79         22       Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)       83         23       Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)       85         24       Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)       87         25       Night Time Inspection of Roadway Lighting (Eff. 5-1-96)       90         26       English Substitution of Metric Bolts (Eff. 7-1-96)       91         27       English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)       92         28       Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)       93         29       Quality Control of Concrete Mixtures at the Plant-Single A       94         30       Quality Control of Concrete Mixtures at the Plant-Double A       100         31       Quality Control/Quality Assurance of Concrete Mixtures       100				
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FAI 39 (I-39) Section D4 Tree Mitigation Woodford & Marshall Counties Contract 68750

### STATE OF ILLINOIS

### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 39 (I-39), Section D4 Tree Mitigation in Woodford and Marshall Counties and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

### LOCATION OF PROJECT

This project is located on Interstate 39, southbound from US Route 24 to Illinois Route 17 in Woodford and Marshall Counties.

### **DESCRIPTION OF PROJECT**

This project consists of planting containerized trees and shrubs along Interstate 39, southbound along the west roadside in Woodford and Marshall Counties of District Four.

### DATE OF COMPLETION

The Contractor shall schedule operations so as to complete all work and open the roadway to all traffic on or before November 15, 2008.

### PLAN

Plans, schedules and summary of quantities are included in this contract to show locations of plantings on Interstate 39 (I-39).

### INSPECTION OF MATERIALS FOR PLANTING

Add the following to the end of Article 1081.01(c)(1) of the Standard Specifications:

The Contractor shall provide the Engineer thirty (30) calendar days advance notice of the plant material to be inspected.

Add the following to Article 1081.01(c) of the Standard Specifications:

(4) The Contractor shall retain the services of a Registered Landscape Architect approved by the Engineer, to inspect plant material grown in nurseries located outside of the State of Illinois. Inspection of plant material shall be made at the nursery and must be made in the field (or in storage houses) of the nursery supplying the material.

The Contractor shall submit a request for the approval of an independent plant material inspector to the Engineer and the request shall contain the following information:

- A statement that the plant material inspector is not employed by the Contractor or is not a consultant to the Contractor for other purposes.
- A description of professional qualifications.
- A professional license number and date of expiration if a license is required for the profession.

The request for approval of a plant material inspector shall be submitted sufficiently in advance of actual need in order to allow for review by the Department and other agencies.

The Engineer will require a minimum of up to thirty (30 calendar days for review of the request after receipt of the submittal by the Department. The review may involve rejection or resubmittals, in which case, the time for review may increase if submittals do not contain sufficient detail.

The independent plant material inspector shall be approved by the Engineer in writing before proceeding with the inspection of plant material.

This work will not be paid for separately, but will be included in the unit price bid for the plant material items.

Plants not inspected as per above will not be measured for payment.

### PLANTING WOODY PLANTS

This work shall consist of planting woody plants as per plans and as specified in Section 253 of the Standard Specifications with the following revisions:

Delete Article 253.08(b), second paragraph and substitute with the following:

Not less than ten (10) days and not more than thirty (30) days prior to digging the holes for the proposed plant beds, the areas to be planted shall be mowed to a height of three inches (3"). All excess grass clippings shall be removed prior to treating the proposed plant bed with a non-selective, post emergent, non-residual herbicide (Roundup Pro or equivalent) to kill all turf within

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the proposed bed. The herbicide (Roundup Pro or equivalent) shall contain a minimum 41% active ingredient and shall be mixed as a  $1\frac{1}{2}$ % solution as per the manufacturer's label. The herbicide label and MSDS sheet shall be submitted to the Engineer for approval at least seventy-two (72 hrs.) hours prior to application.

All shrub beds shall be mechanically edged with an approved machine three feet (3') from the base of the proposed shrub. This edge shall be a minimum of three inches (3") deep and three inches (3") wide to keep the mulch layer from sliding off the plant bed. Excess soil from the trenching operation may be carried off the site or smoothed into the planting bed prior to Mulch and Pre-emergent herbicide placement.

Delete Article 253.11 and substitute the following:

Within thirty (30) days after planting, mulch shall be placed around all plants in the entire mulched bed to a depth of four inches (4") (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent granular Herbicide Snapshot 2.5 TG or equivalent will be used instead of weed barrier fabric. The Pre-emergent herbicide shall contain the chemicals Triflualin 2% a.i. and Isoxaben 0.5% a.i. or approved equal shall be applied according to the manufacturer recommendations, prior to mulch placement. The Pre-emergent herbicide label and MSDS sheet shall be submitted to the Engineer for approval at least seventy-two (72 hrs.) hours prior to application.

Delete Articles 253.12 and 253.13.

Add the following to Article 253.16:

Mowing of shrub beds, Non-selective Herbicide, Pre-emergent Herbicide, mechanical edging and mulch placement will not be measured separately, but shall be considered included in the price of the plants to be planted in shrub beds as shown on the plans and as directed by the Engineer. Shrub beds not treated in the manner described above shall not be measured for payment.

### TRAFFIC CONTROL PLAN

Effective February 14, 2008

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

Special attention is called to <u>Section 701</u> and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701101 701106

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When access to an area is not available except from the mainline I-39 traffic, Contractor trucks and other vehicles will be permitted to enter and/or leave the I-39 mainline traffic at locations permitted by the Engineer provided such locations do not pose a safety hazard or disruption to mainline I-39 traffic.

A pair of forty-eight (48") inches (1.2 m) sings shall be located 1,500 feet (450 m) in advance stating "TRUCKS ENTERING (LEAVING ON RIGHT LEFT)".

No ramps closures will be allowed.

No lane closures will be allowed.

The cost of traffic control shall be included in the cost of the contract.

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally

assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **15.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section,

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2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

<u>GOOD FAITH EFFORT PROCEDURES</u>. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary

and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's

Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

### EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: June 1, 2000

Revised: January 1, 2006

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

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

The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

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

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

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

Effective: April 1, 2007

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

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

	nitial Minimum Coeffic s/foot candle/sq ft (ca			erial
Observation	Entrance Angle			Fluorescent
Angle (deg.)	(deg.)	White	Orange	Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

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

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

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

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

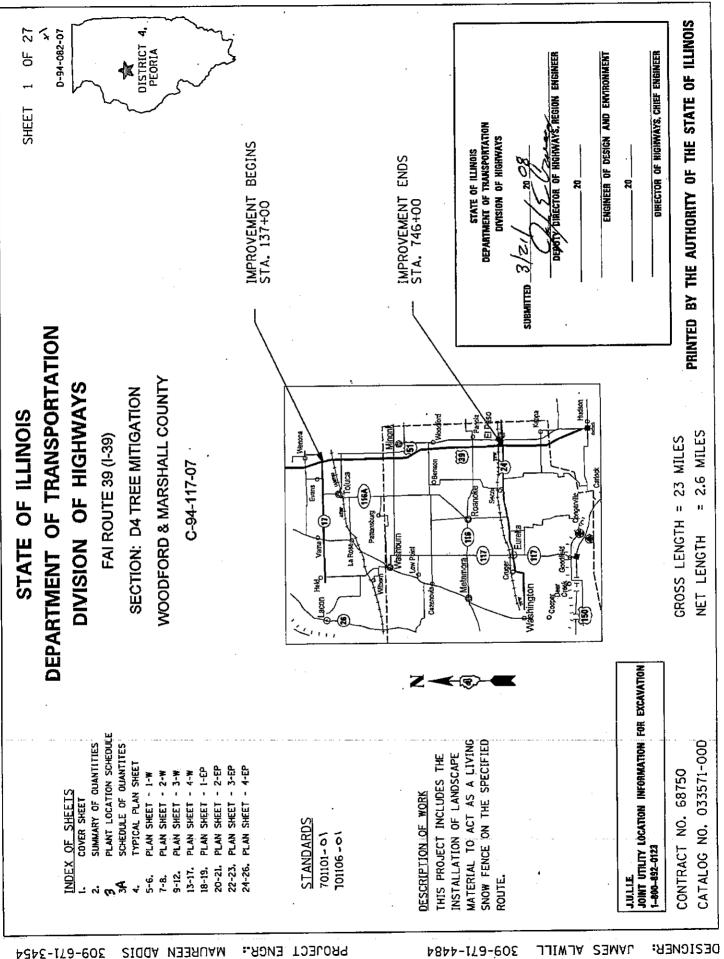
### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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.



209-671-4484

COUNTY SHEETS NO. 8 F.A.I. SECTION COUNTY RTE. DATREE MITSATION 2009 WARSHALL

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				7003 100% 5	STATE
CODE No.	ITEM	UNIT	Tot.QTY	WOODFORD MARSHALL COUNTY COUNTY	MARSHALL
67100100	67100100 MOBILIZATION	L SUM	**	ż	τċ
70101700	70101700 TRAFFIC CONTROL AND PROTECTION	L SUM	1	.5	5
A2C050G5	A2C050G5TREE,QUERCUS BICOLOR (SWAMP WHITE OAK), CONTAINER GROWN, 5-GALLON	EACH	12.	12	0
C2C003G3	C2C003G3SHRUB, AMOUPHA FRUITCOSA (INDIGO BUSH), CONTAINER GROWN, 3-GALLON	EACH	905	830	75
A200065	TREE AESCULUS GLABRA (OHIO BUCKEYE), CONTAINER GROWN, 5-GALLON	EACH	21	18	ຕຸ
A2CI07G5	TREE GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), CONTAINER GROWN, 5-GALLON	EACH	18	15	ო
A2C07065	A2C07065 TREE, TAXODIUM DISTICHUM (BALD CYPRESS), CONTAINER GROWN, 5-GALLON	EACH	30	24	G
82001495	TREE CORNUS MAS (CORNELIAN CHERRY DOG WOOD), CONTAINER GROWN, 5-GALLON	EACH	98	2	4
82001865	82001845 TREESYRINGA RETICULATA (JAPANESE TREE LILAC), CONTAINER EACH GROWN, 5-GALLON	EACH	84	70	4
C2C018G3	C2C018G3 SHRUB, ARONIA MELANOCARPA (BLACK CHOKEBERRY), C2C018G3 CONTAINER GROWN, 3-GALLON	EACH	1015	865	150
C2C00563	C2C00543 SHRUB, CORYLUS AMERICANA (AMERICAN FILBERT), CONTAINER	EACH	875	715	160
C2C00843	C2COO843 SHRUB, RHUS AROMATICA (FRAGRANT SUMAC), CONTAINER GROWN, 3-GALLON	EACH	850	069	160
C2C059G3	CZCO59G3 SHRUB, RHUS GLABRA (SMOOTH SUMAC), CONTAINER GROWN, 3- GALLON	EACH	745	575	170

Illinois Department of Transportation SUMMARY OF QUANTITES ac: Drawn BY br: Citesced By:

Scale: Date:

WENONA TEAM SECTION

# EL PASO TEAM SECTION

			1000	1550	1700			Plant Location Schedule		F-39 (US 24 Io IL 17)	contract 68750	C-84-117-07	
												-	
	Location	II 116 E4t Poinn /Sta 074-00/Mainline) - Hoff wervin Permi	.4 ml north of Milemarker 20 (Sta 770+00)	.2 mi north of Milemarker 20 to .1 mi south of Milemarker 20 (Sta 762+50 - 746+00)	.5 mi north of Milemarker 21 to .2 ml north of Milemarker 21 (Sta 832+00 - 815+00)								
	Route	SR L 30	SB  -39	SB 1-39	SB 1-39	 	 	 					 
	Nearest Milemarker	33	8	50	21	 	 					-	
-	Symbol	Q T	2-80	3-ep	4-ep								

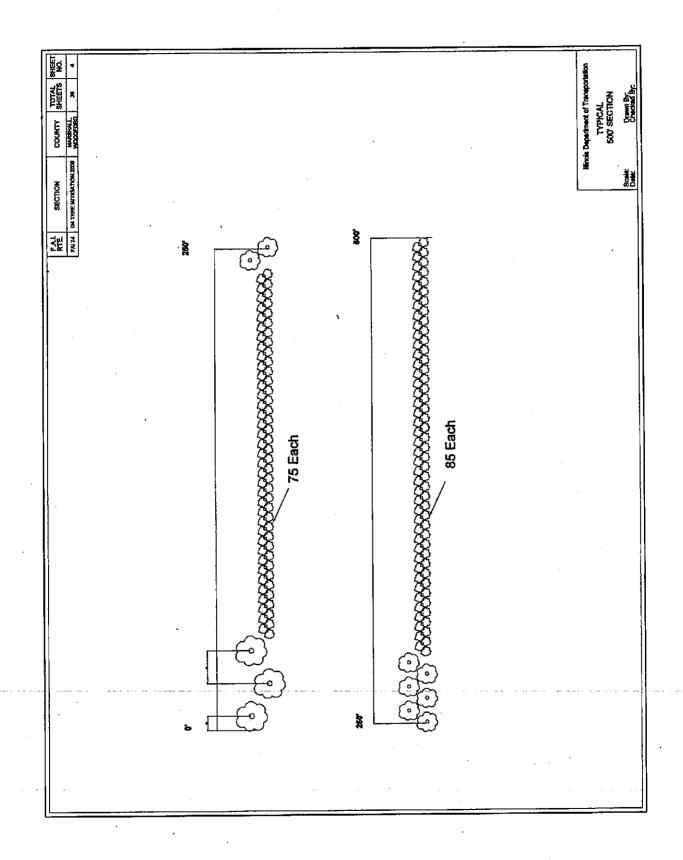
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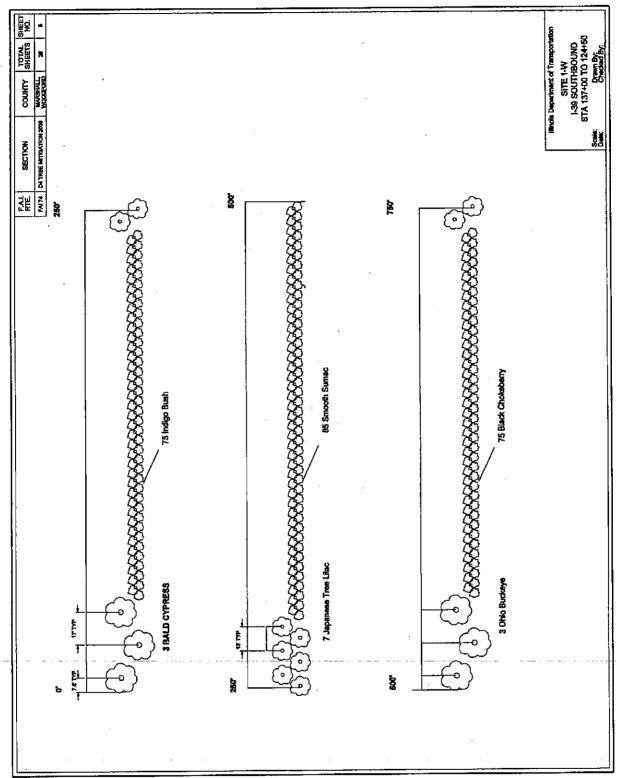
Livin	Living Snow Fence- I-39	∋nce- I	-39				1250 ft	1000 #	2500 ft	3600 ft	1000 ft	1000 ft	1550 ft	1700 ft
				Lo Lo	Location symbol :		1-W	2-W	3-W	4-W	1-EP	2 EP .	3-EP	4-EP
ltem		Common Name	lame	size		Quantity								
						total								
Trees														
Aesculus Glabra	labra	Ohio Buckeye	ye	5 gal	ଥା	21	3		ი			r) N		
<b>Gymnocladus</b> Dioicus	lus Dioicus	Kentucky Coffeetree	offeetree	5 gal	at	18		3					3	e S
Quercus Biocolor	ocolor	Swamp White Oak	nite Oak	5 gal	a	12			3	3	3			
Taxodium Distichum	Distichum	Bald Cypress	SS	5 gal	al	30	3	3	6	9	3	3	3	e
Intermediate trees	ite trees													
Comus Mas	5	Cornelian Cherry Dog	Cherry Dogwood	od 5 gal	<u>a</u> ]	98	2	1	14	35	2 2	7	- -	14
Syringa Reticulata	ticulata	Japanese Tree Lilac	Free Lilac	5 gal	al	84	7	7	21	14	H 7	~	7	~
Shrubs														
Amorpha Fruticosa	ruticosa	Indigo Bush	_	3 gal	<u>a</u>	905	75							
Aronia Melanocarpa	anocarpa	Black Chokeberry	teberry	3 gai	lai	1015	75		160	320		85		
Corylus Americana	Tericana	American Filbert	libert	3 gal	lai	875	85	75						160
Rhus Aromatica	tatica	Fragrant Sumac	umac	3 gai	Tal	850	75	-	160		) 85	5 85	1	
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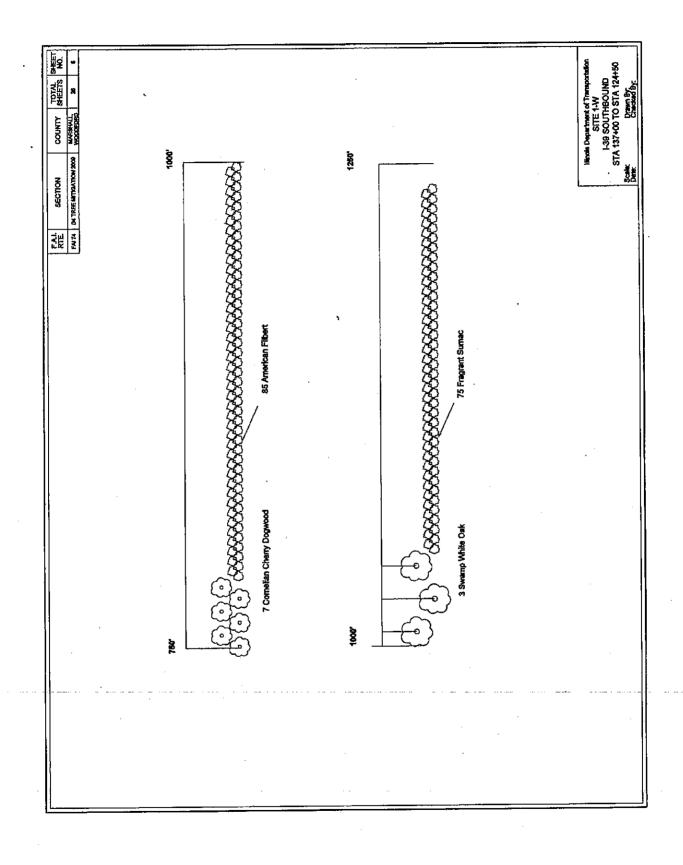
Schedule of Quantities I-39 (US 24 to IL 17) contract 68750 C-94-117-07

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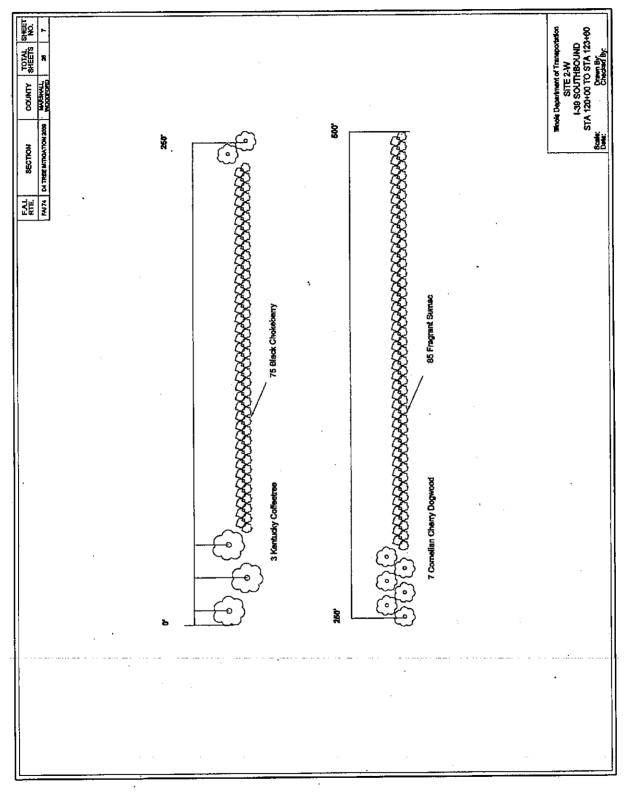
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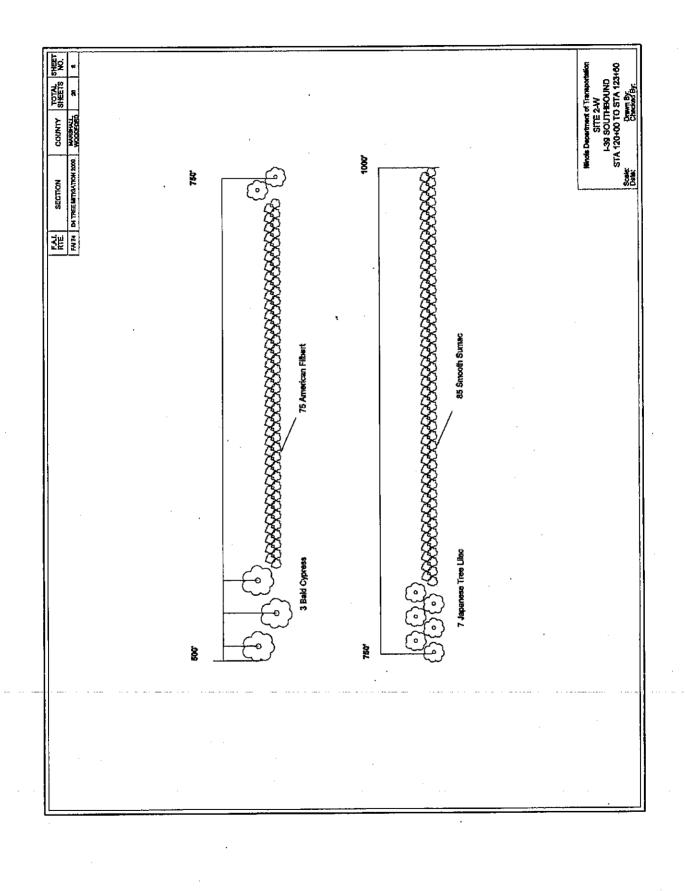




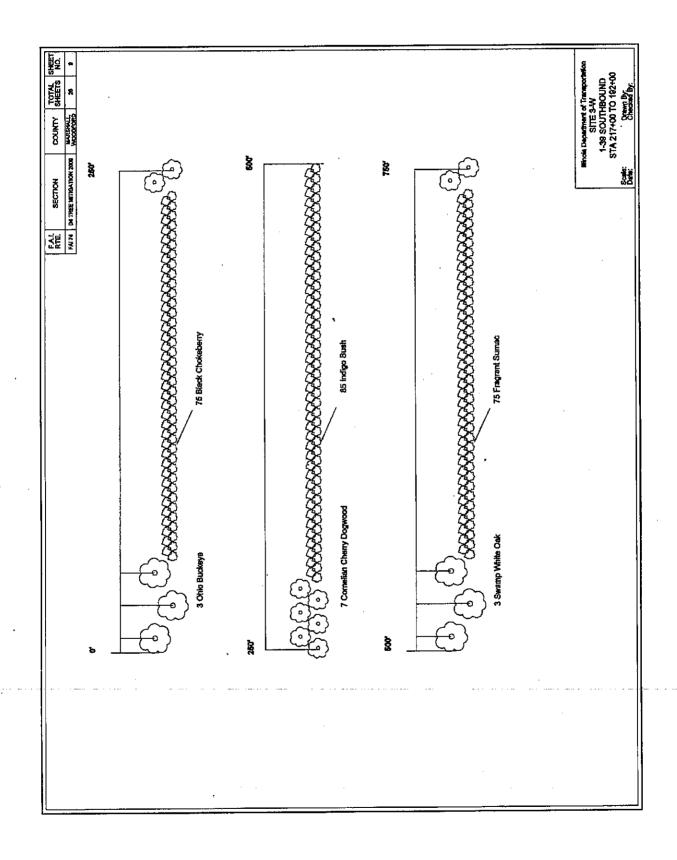
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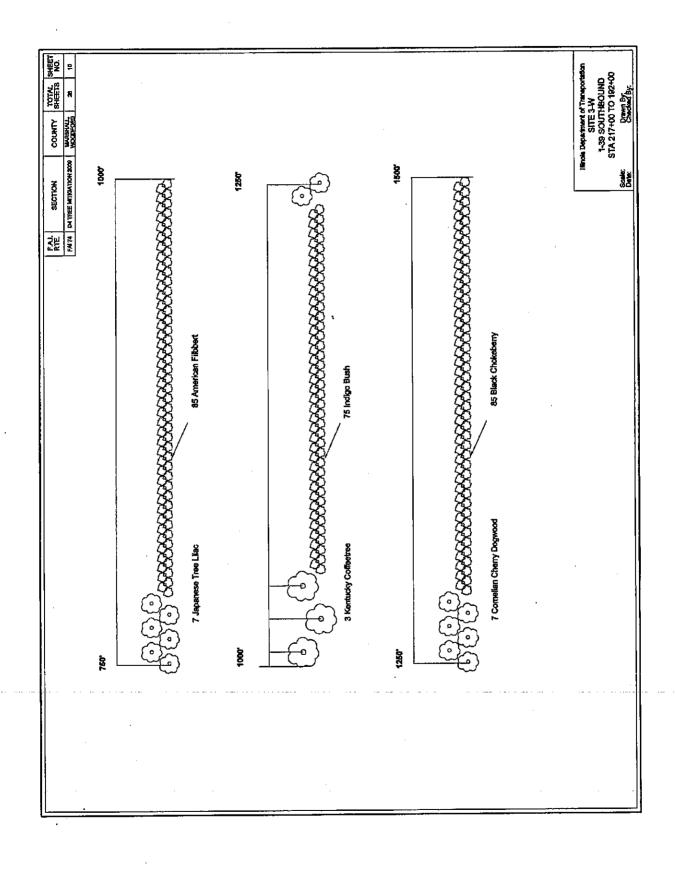


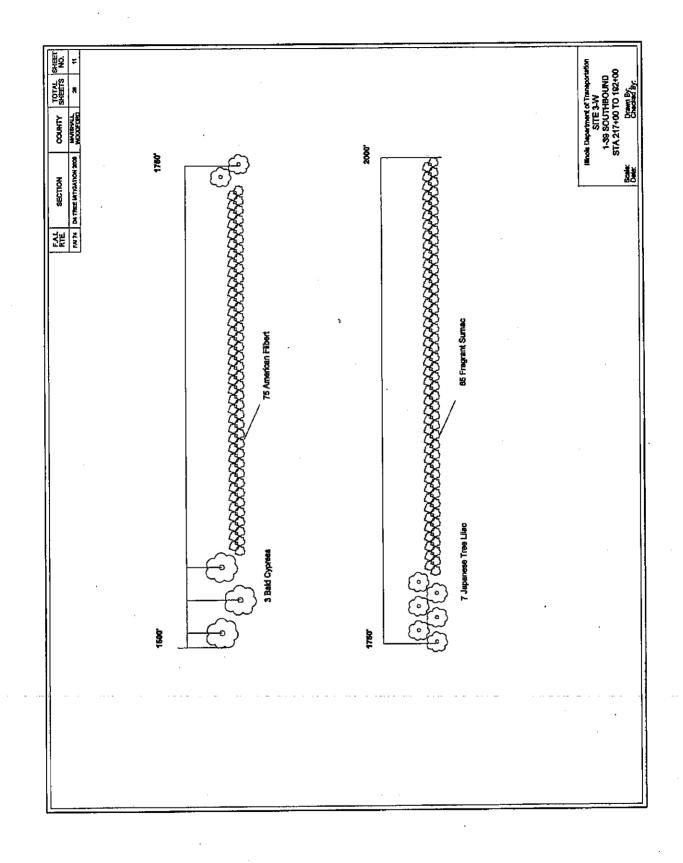
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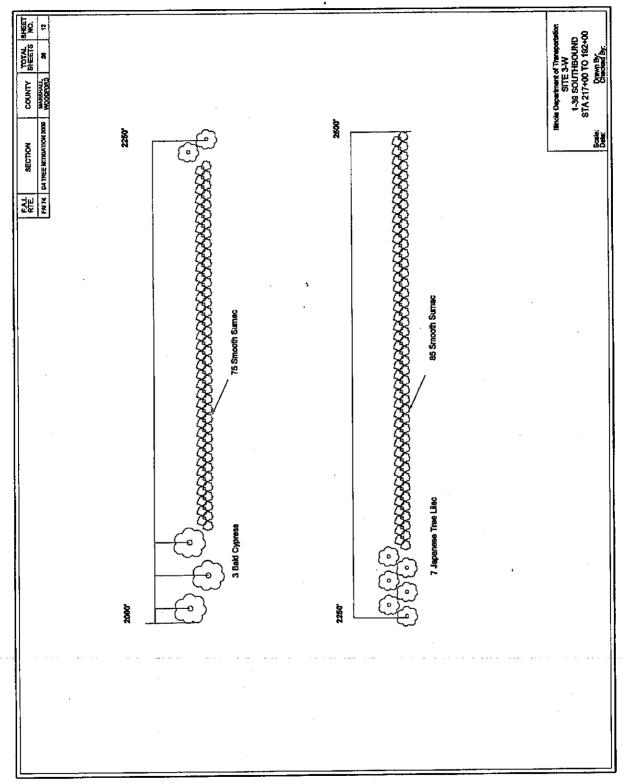


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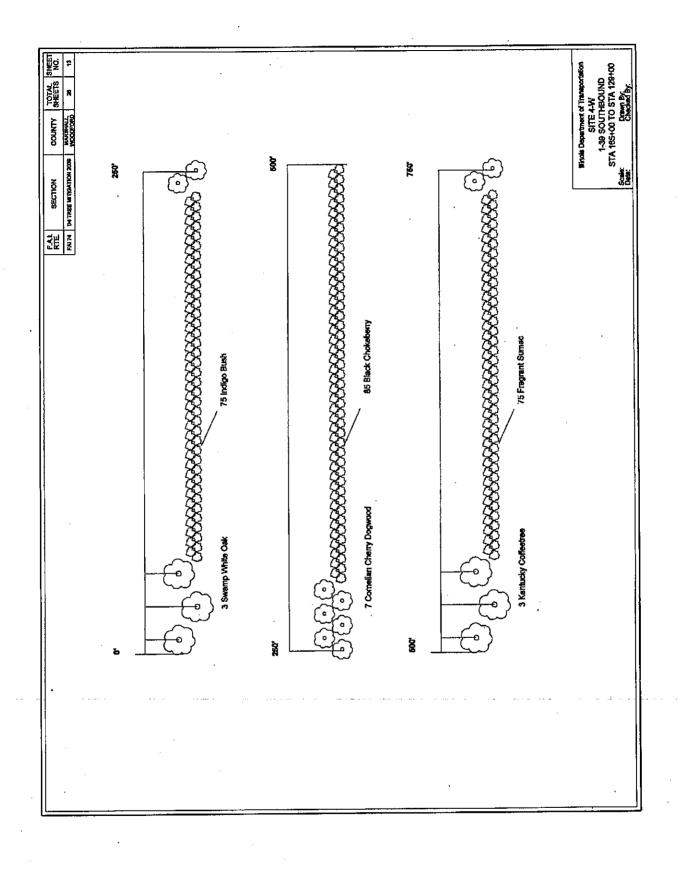




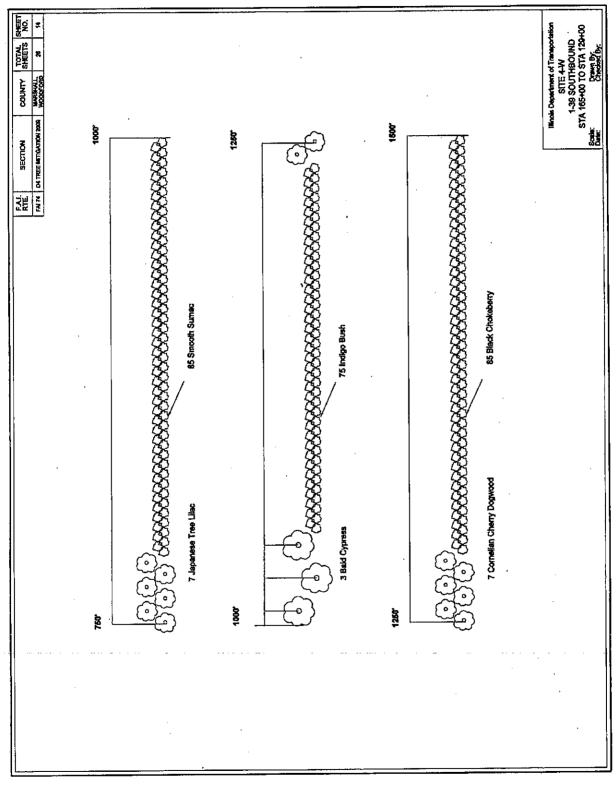


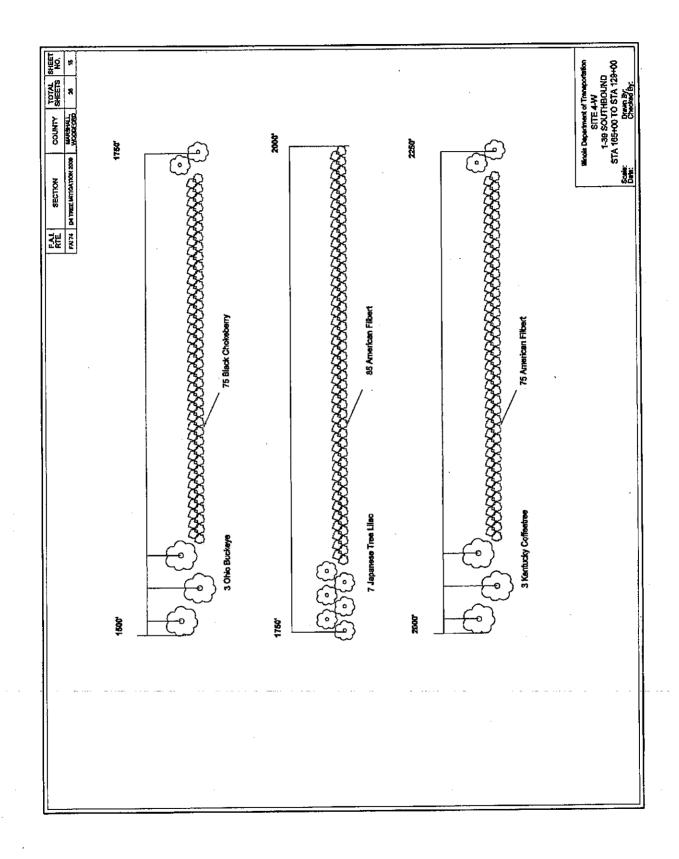


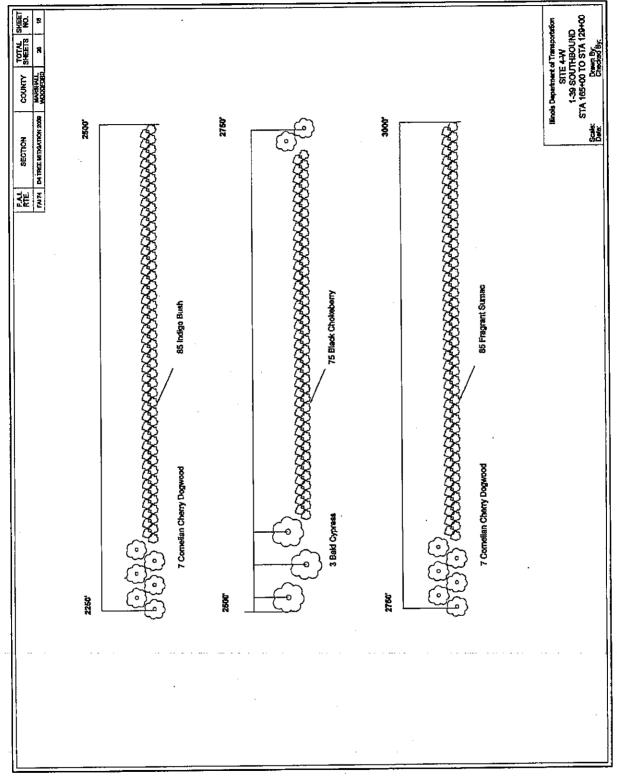
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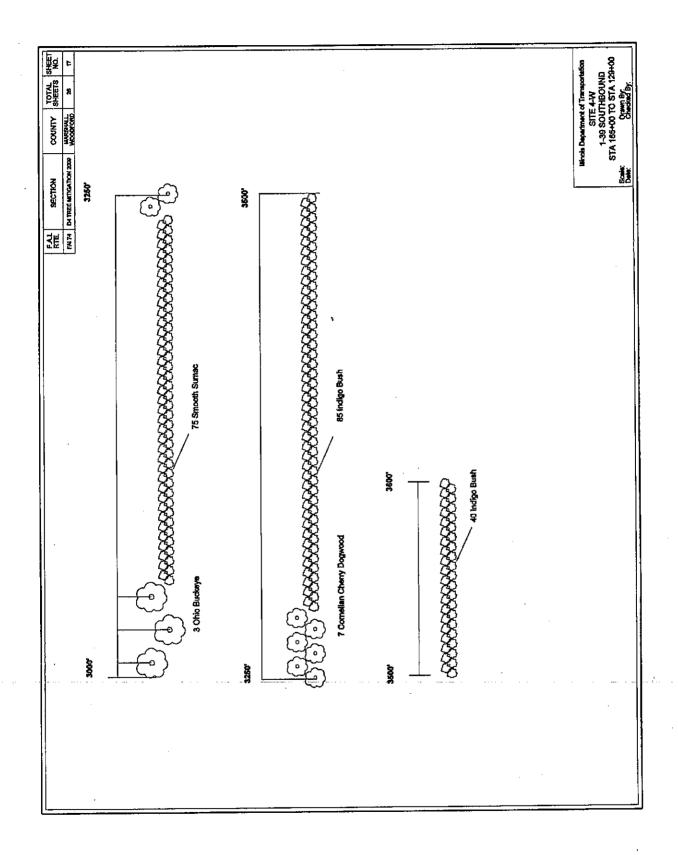


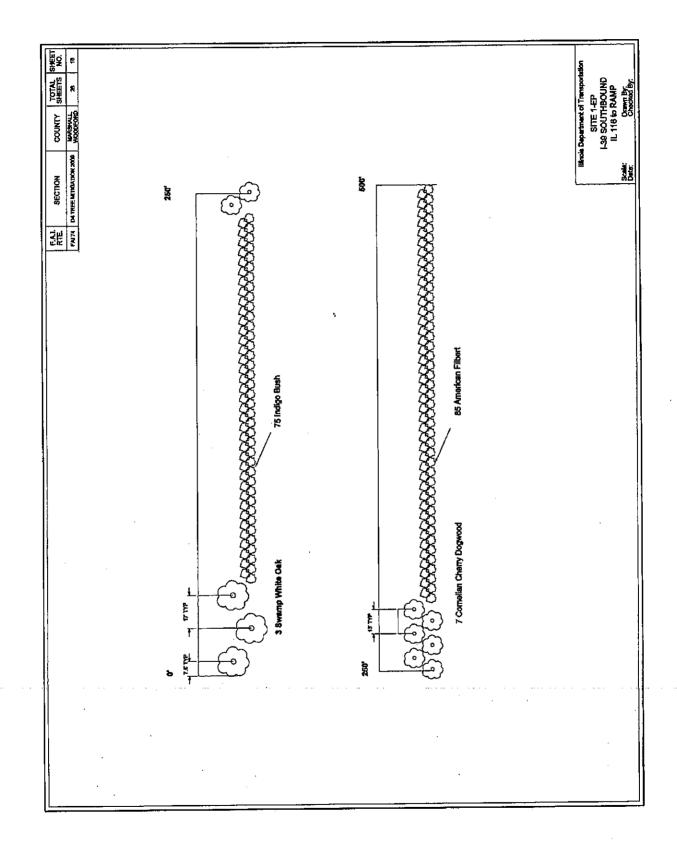
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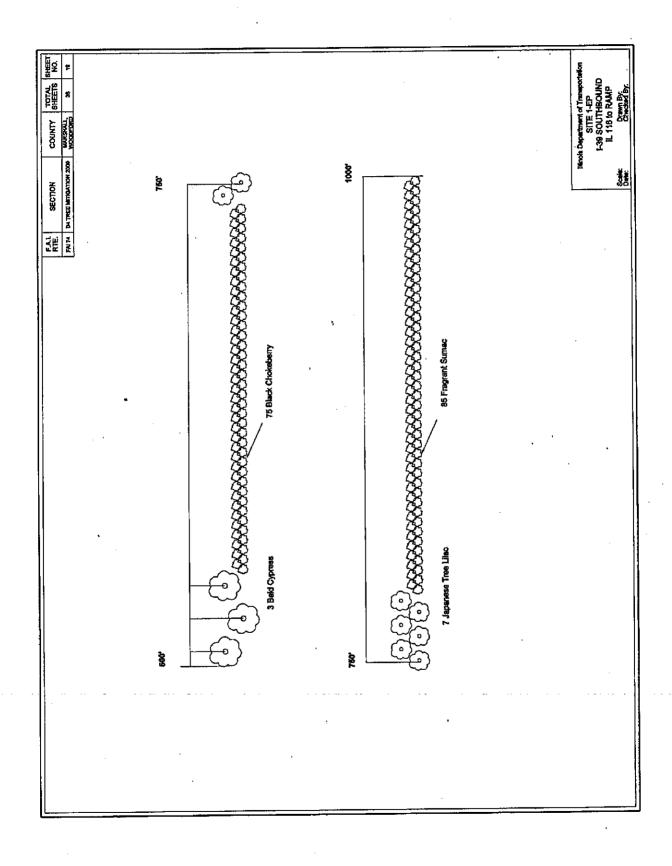


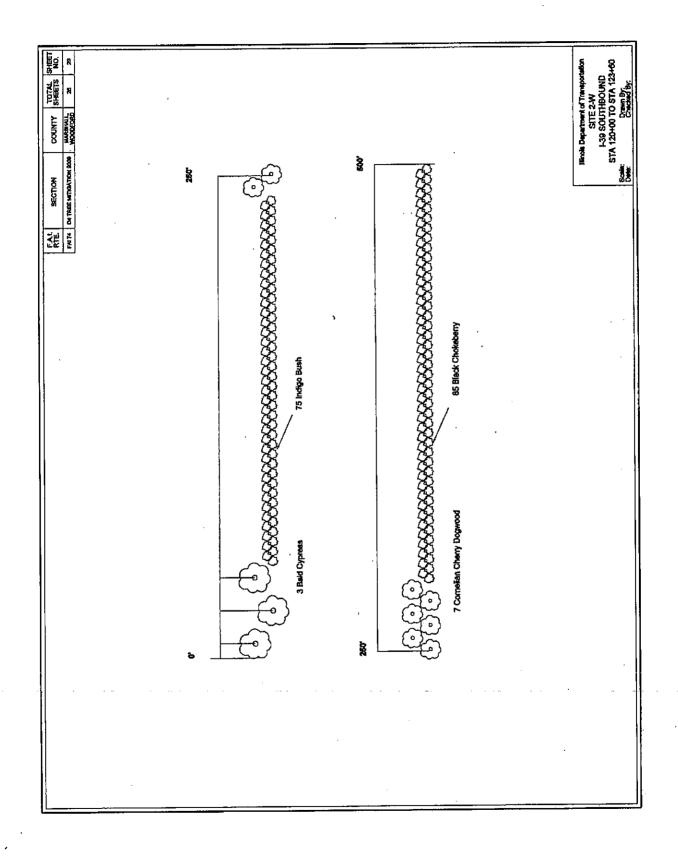


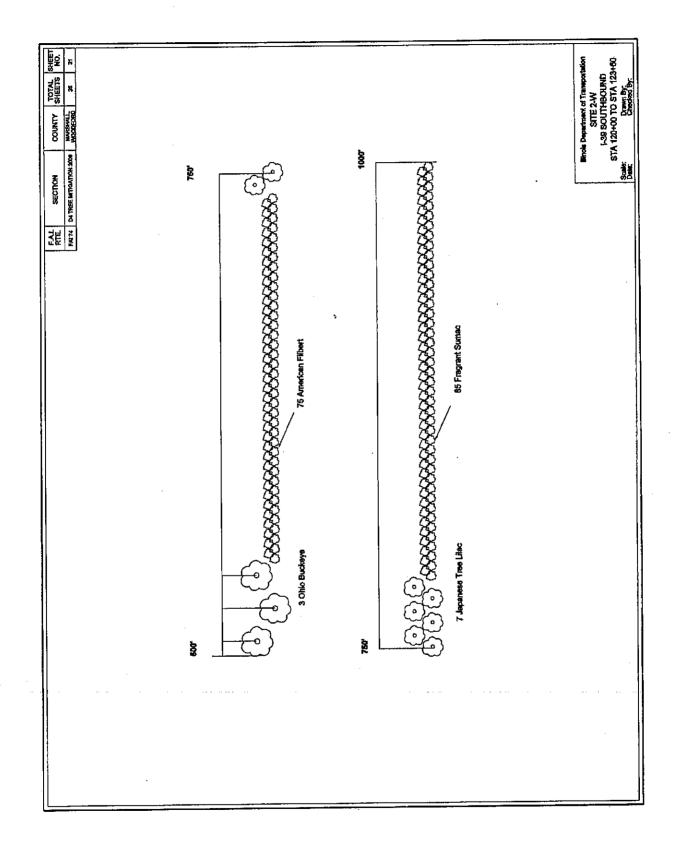


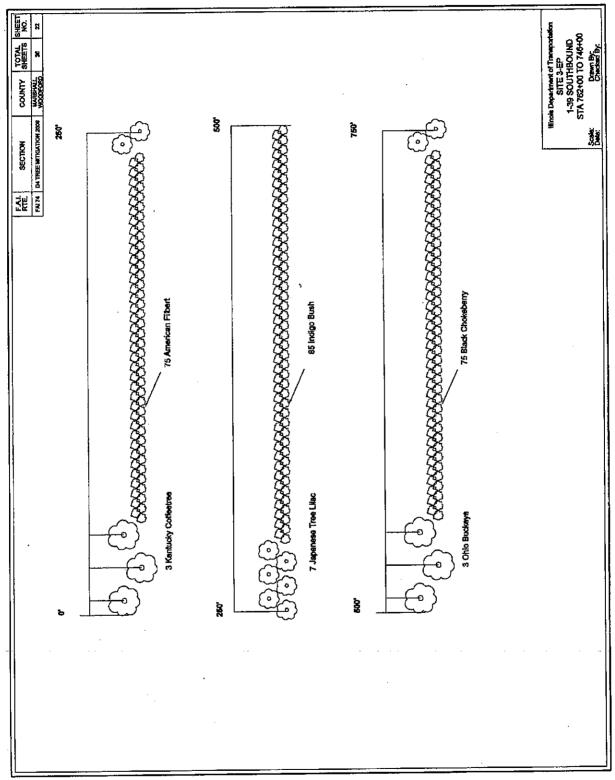




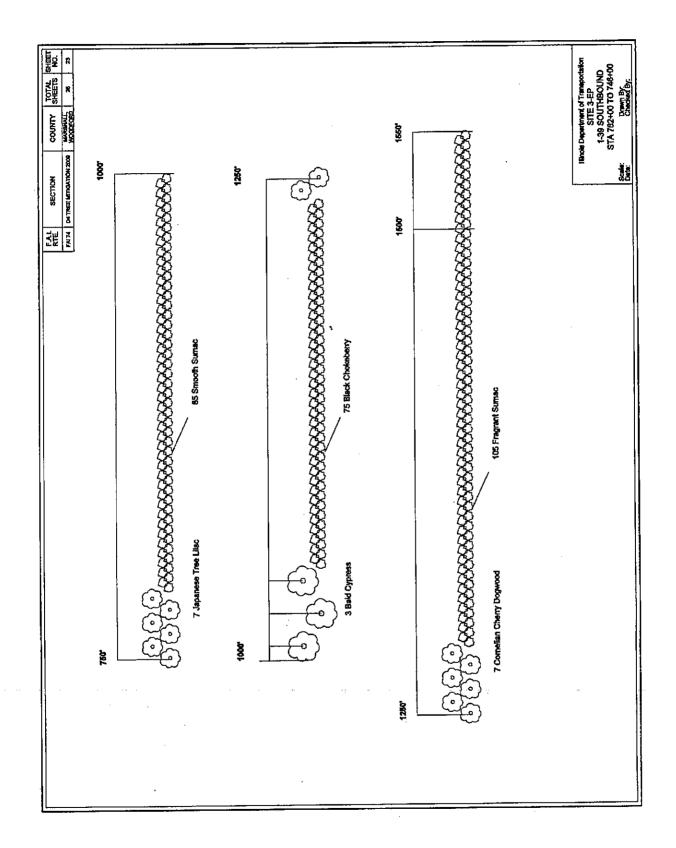


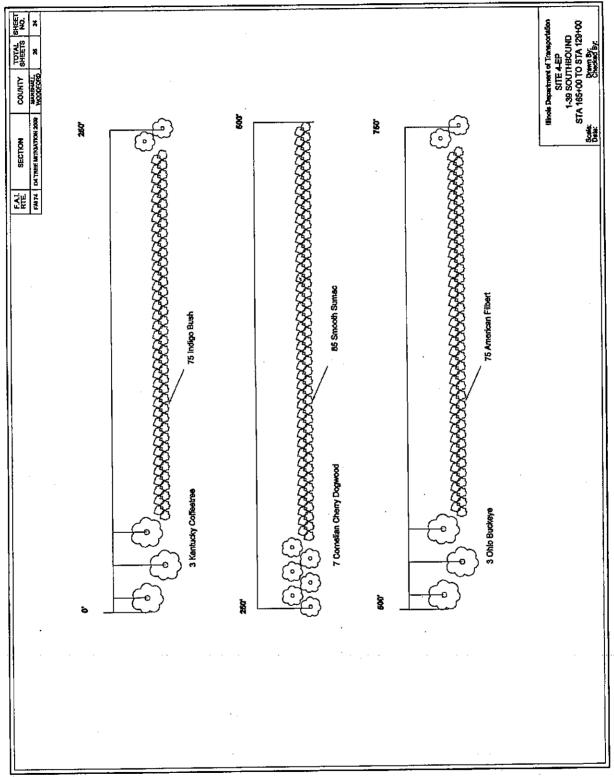


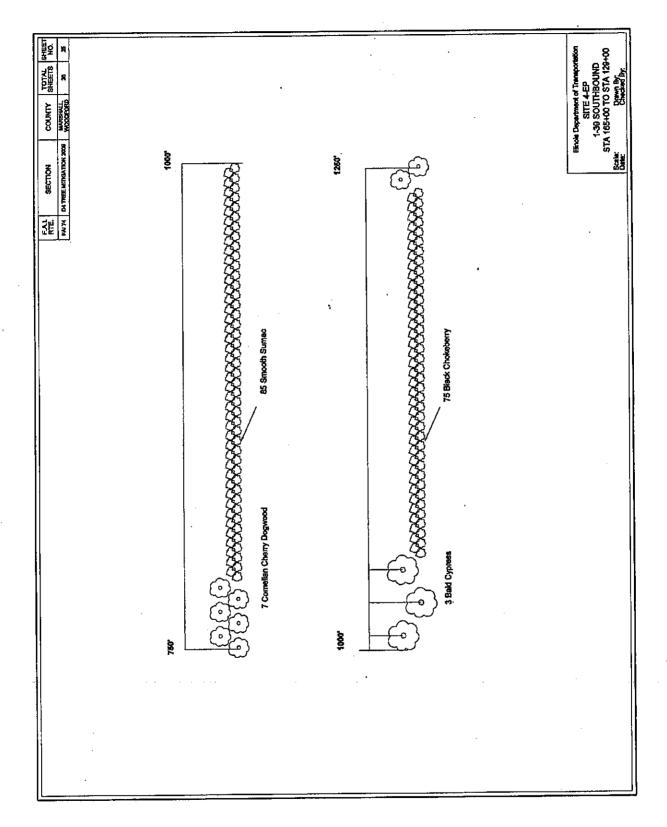


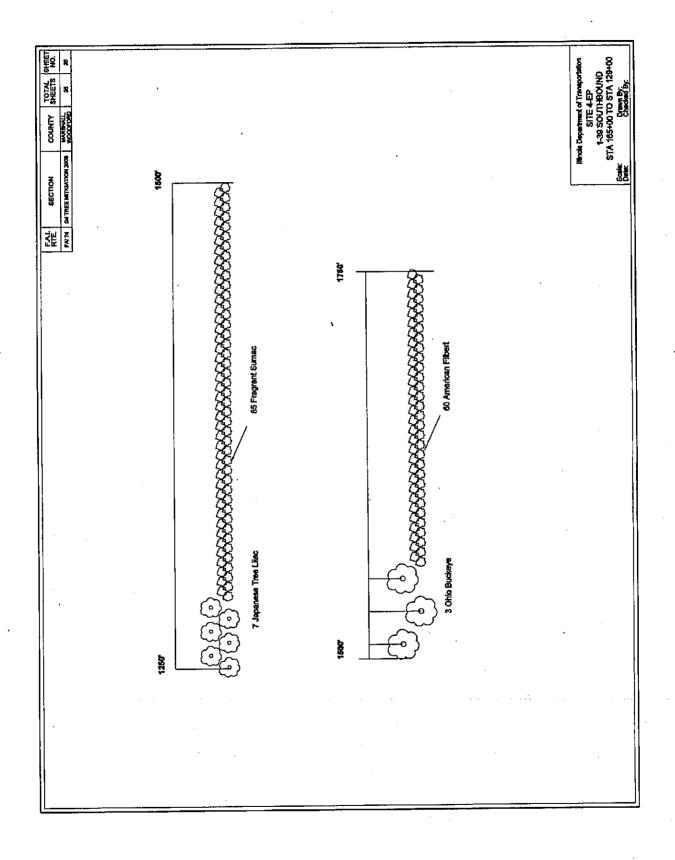


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### ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR WOODFORD-MARSHALL COUNTIES EFFECTIVE MAY 2008

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.

# Marshall County Prevailing Wage for May 2008

Trade Name	RG	TYP C	Base	FRMAN *M-F>8	OSA OSI	H/W	Pensn	Vac	Trng
===============================	==								
ASBESTOS ABT-GEN		BLD		26.440 1.5	1.5 2.0				
ASBESTOS ABT-GEN		HWY		27.470 1.5	1.5 2.0				
ASBESTOS ABT-MEC		BLD		27.230 1.5		8.760			
BOILERMAKER		BLD		33.970 2.0		8.270			0.300
BRICK MASON		BLD		28.520 1.5		6.250			
CARPENTER		BLD		30.020 1.5 29.730 1.5	1.5 2.0	5.810			
CARPENTER CEMENT MASON	Е	HWY ALL		32.000 1.5	1.5 2.0 1.5 2.0				
CEMENT MASON	W	BLD		25.970 1.5	1.5 2.0				
CEMENT MASON CEMENT MASON	W	HWY		26.500 1.5	1.5 2.0 1.5 2.0				
CERAMIC TILE FNSHER	**	BLD	24.910	0.000 1.5	1.5 2.0				
ELECTRIC PWR EQMT OP		ALL	30.750	0.000 1.5		4.750			
ELECTRIC PWR GRNDMAN		ALL	21.090	0.000 1.5	1.5 2.0		5.905		
ELECTRIC PWR LINEMAN		ALL		36.350 1.5	1.5 2.0		9.560		
ELECTRIC PWR TRK DRV		ALL	22.130	0.000 1.5	1.5 2.0	4.750			
ELECTRICIAN	Е	BLD	34.210	36.210 1.5		5.150			
ELECTRICIAN	W	BLD	31.190	33.690 1.5	1.5 2.0	5.150	8.480	0.000	0.250
ELECTRONIC SYS TECH		BLD	24.830	26.330 1.5	1.5 2.0	5.150	6.145	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD	35.615	40.070 2.0	2.0 2.0	8.775	6.960	2.140	0.000
GLAZIER		BLD	27.020	27.770 1.5	1.5 2.0	6.400	5.750	0.000	0.500
HT/FROST INSULATOR		BLD	36.400	38.150 1.5	1.5 2.0	8.760	10.11	0.000	0.310
IRON WORKER	NE	ALL		29.000 2.0	2.0 2.0	8.040	11.85	0.000	0.550
IRON WORKER	SW	BLD		28.060 1.5		8.140			
IRON WORKER	SW	HWY		30.070 1.5		8.140			
LABORER		BLD		25.440 1.5	1.5 2.0				
LABORER		HWY		26.470 1.5	1.5 2.0				
LABORER, SKILLED		BLD		25.440 1.5	1.5 2.0				
LABORER, SKILLED		HWY		26.470 1.5	1.5 2.0				
LATHER	014	BLD		30.020 1.5	1.5 2.0				
MACHINERY MOVER	SW	HWY		30.070 1.5		8.140			
MACHINIST MARBLE FINISHERS		BLD BLD	24.910	40.390 2.0 0.000 1.5		<ul><li>4.880</li><li>6.250</li></ul>			
MARBLE MASON		BLD		27.770 1.5		6.250 6.250			
MILLWRIGHT		BLD		37.020 1.5		6.100			
MILLWRIGHT		HWY		18.350 1.5	1.5 2.0				
OPERATING ENGINEER				32.420 1.5	1.5 2.0				
OPERATING ENGINEER				32.420 1.5	1.5 2.0				
OPERATING ENGINEER				32.420 1.5	1.5 2.0				
OPERATING ENGINEER				33.300 1.5	1.5 2.0				
OPERATING ENGINEER		HWY 2	27.790	33.300 1.5	1.5 2.0	6.450	10.00	0.000	1.100
OPERATING ENGINEER		HWY 3	23.640	33.300 1.5	1.5 2.0	6.450	10.00	0.000	1.100
PAINTER		ALL	29.850	31.850 1.5	1.5 1.5	6.750	6.750	0.000	0.500
PAINTER SIGNS		BLD	28.970	32.520 1.5	1.5 1.5	5 2.600	2.310	0.000	0.000
PILEDRIVER		BLD		31.650 1.5	1.5 2.0				
PILEDRIVER		HWY		29.730 1.5	1.5 2.0				
PIPEFITTER	Ν	BLD		42.000 1.5	1.5 2.0				
PIPEFITTER	S	BLD		36.440 1.5	1.5 2.0				
PLASTERER		BLD		25.740 1.5	1.5 2.0				
PLUMBER	N	BLD		42.000 1.5	1.5 2.0				
PLUMBER	S	BLD		32.300 1.5	1.5 2.0				
ROOFER		BLD		26.250 1.5	1.5 2.0				
SHEETMETAL WORKER	CIM	BLD		32.930 1.5	1.5 2.0				
SIGN HANGER SPRINKLER FITTER	ъw	HWY BLD		30.070 1.5 37.690 1.5	1.5 2.0 1.5 2.0				
STEEL ERECTOR	SM	HWY		30.070 1.5	1.5 2.0 1.5 2.0				
STONE MASON	5	BLD		28.520 1.5	1.5 2.0				
TERRAZZO FINISHER		BLD	24.910	0.000 1.5	1.5 2.0				
TERRAZZO MASON		BLD		27.770 1.5	1.5 2.0				

TILE LAYER	BLD	28.520	30.020	1.5	1.5 2.0	5.810	8.920	0.000	0.570
TILE MASON	BLD	26.520	27.770	1.5	1.5 2.0	6.250	7.350	0.000	0.420
TRUCK DRIVER	ALL 1	27.457	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	ALL 2	27.857	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	ALL 3	28.057	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	ALL 4	28.307	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	ALL 5	29.057	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 1	21.970	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 2	22.290	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 3	22.450	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 4	22.650	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 5	23.250	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TUCKPOINTER	BLD	27.020	28.520	1.5	1.5 2.0	6.250	7.350	0.000	0.420

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**

MARSHALL COUNTY

CEMENT MASON (EAST) - The part east of a line which runs south from the point where Marshall, Putnam and LaSalle Counties meet to Route 166 just south and west of Benson, Illinois (in Woodford County).

ELECTRICIANS (EAST) - Townships of Roberts, Evans, Bill Plain, and Bennington.

IRONWORKERS (SOUTHWEST) - That part of the county Southwest of a diagonal line through Toluca, Varba and Bradford (Stark County).

PLUMBERS & PIPEFITTERS (NORTH) - That part of the county North of Route 17.

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.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by

application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

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

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

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, dig-ging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas,

electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

#### LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; GRADALL All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring SCOOPER Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar

types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Puqmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

#### 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.

# Woodford County Prevailing Wage for May 2008

Trade Name         RG TYP C Base         FMEAN *M-F> 0 SA OSH H/W         Pensor         Team         Team <thteam< th=""> <thteam< th=""> <thteam< th=""></thteam<></thteam<></thteam<>	Trada Nama	ЪC	ם עידי	Bago	EDMAN *M ENO	007	OCH	LI / WI	Donan	Vad	Trng
ASBESTOS ABT-GEN         FLD         25.690         26.240         1.5         2.0         2.0         6.900         0.000         0.700           ASBESTOS ABT-MEC         FLD         25.400         27.201         1.5         1.5         2.0         8.760         6.410         0.000         0.700           BCICE MARKER         BLD         27.202         28.520         1.5         1.5         2.0         8.760         6.410         0.000         0.300           CARPENTER         BLD         26.202         28.540         1.5         1.5         2.0         8.750         8.150         0.000         0.320           CEMENT MASON         NE         ALL         31.000         32.000         1.5         1.5         2.0         5.900         7.940         0.000         0.500           CEMENT MASON         W         BLD         24.20         25.00         1.5         1.5         2.0         4.750         8.500         0.000         1.5           CEMENT MASON         W         HD         24.200         0.000         1.5         1.5         2.0         4.750         8.500         0.000         0.000           CEMENT MASON         W         HD         24.210 <td>Trade Name</td> <td>-</td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Pensn</td> <td>Vac</td> <td>Trng </td>	Trade Name	-	-						Pensn	Vac	Trng 
ASBESTOS ABT-BEC         HIV         26.920         27.470         1.5         2.0         6.050         5.000         0.000         0.000         0.310           BASESTOS ABT-MEC         BLD         30.970         32.970         2.0         2.0         8.257         7.740         0.000         0.300           BATICK MASON         BLD         26.540         27.202         28.20         1.5         1.5         2.0         6.750         8.120         0.000         0.320           CARPENTER         HW         27.340         23.400         1.5         1.5         2.0         6.750         8.120         0.000         0.320           CEMENT MASON         ME         ALL         25.670         26.570         1.5         1.5         2.0         5.490         10.44         0.000         0.500           CEMENT MASON         M         HW         25.500         2.5         1.5         2.0         5.490         10.44         0.000         0.500           CERANIC TINSANN         ALL         30.500         1.5         1.5         2.0         5.490         10.44         0.000         0.000           ELCTRICINF RE BLD         3.1030         35.51         5.15         2.0 <td></td>											
ASBESTOS ART-MRC         BLD         25.480         27.30         1.5         2.0         8.760         6.410         0.000         0.300           BOLLERMAKER         BLD         37.097         3.970         3.970         3.970         3.970         3.970         3.970         3.970         3.970         3.970         3.070         3.970         3.070         3.970         3.070         3.970         3.070         3.070         3.070         3.070         3.07         3.070         3.07         3.070											
NOLLEMPARKE         BLD         30.970         33.970         2.0         2.0         2.0         2.0         2.0         2.0         0.000         0.000         0.420           CARPENTER         BLD         27.020         28.500         1.5         1.5         2.0         6.750         8.150         0.000         0.320           CARPENTER         IW         27.340         29.340         1.5         1.5         2.0         6.750         8.120         0.000         0.320           CEMENT MASON         NE <all< th="">         25.670         25.4         5.490         1.044         0.000         0.500           CEMENT MASON         W         BLD         25.670         2.5         5.15         2.0         5.490         1.044         0.000         0.500           CERMANC TLIF FNSHEM         BLD         30.700         2.00         1.5         1.5         2.0         4.750         5.000         0.000         0.000           ELSCTFIC/PWR CRNDAMA         ALL         34.100         36.501         1.5         1.5         2.0         4.750         5.00         0.000         0.251           ELSCTFIC/PWR CRNDAMA         ALL         34.100         36.600         1.5         1.5<td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></all<>											
RTCK KASON         BLD         27.020         28.520         1.5         1.5         2.0         6.250         7.350         0.000         0.320           CARPENTER         BLD         27.640         28.540         1.5         1.5         2.0         6.750         8.150         0.000         0.320           CEMENT         MASON         NE         ALL         31.000         32.0         1.5         2.0         5.900         7.900         0.000         0.320           CEMENT         MASON         NE         ALL         31.000         32.0         5.15         2.0         5.400         0.44         0.000         0.400           CEMENT         MASON         M BU         24.220         25.00         1.5         2.0         5.400         0.44         0.000         0.500           CEMENT MASON         M BU         24.10         0.000         1.5         1.5         2.0         4.750         8.600         0.000         0.000           ELECTRIC PWR EMTON         ALL         21.09         0.000         1.5         1.5         2.0         4.750         9.500         0.000         0.000           ELECTRICIAN         NE BLD         34.10         35.015											
CAREENTER         BLD         26.540         26.540         1.5         2.0         6.750         8.150         0.000         0.320           CEMEENT MASON         NE         ALL         31.000         32.000         1.5         1.5         2.0         6.750         8.520         0.000         0.320           CEMEENT MASON         NE         ALL         21.007         26.420         1.5         1.5         2.0         5.900         7.940         0.000         0.500           CEMEENT MASON         W         BLD         24.20         25.970         1.5         1.5         2.0         5.950         0.000         0.500           CERAMIC TLLF FNSIER         BLD         24.101         0.000         1.5         1.5         2.0         4.750         5.905         0.000         0.000           ELECTRICYPIN CRINDAN         ALL         34.10         36.301         1.5         1.5         2.0         4.750         6.800         0.000         0.501           ELECTRICIAN         NE         BLD         34.10         36.301         1.5         1.5         2.0         5.150         6.400         0.000         0.501           ELECTRICIAN         NE         BLD         <											
CARCENTERHWY27.34029.3401.51.52.06.7508.200.0000.120CEMENT MASONNEALL25.67026.4201.51.52.05.9007.9400.0000.500CEMENT MASONWBLD24.22025.9701.51.52.05.49010.440.0000.500CEMENT MASONWBLD24.9100.0001.51.52.06.2507.5500.0000.440CEMENT MASONWBLD24.9100.0001.51.52.04.7508.6100.0001.50ELECTRIC FWR EQMTOPALL21.9000.0001.51.52.04.7508.6100.0000.000ELECTRIC FWR EQMTOPALL21.3000.0001.51.52.04.7508.6000.0000.000ELECTRICIANNEBLD33.21036.5001.51.52.05.1506.4800.0000.250ELECTRICIANNEBLD33.21036.5001.51.52.05.1506.4800.0000.250ELECTRICIANNEBLD33.21036.9001.51.52.05.1506.4800.0000.260ELECTRICIANNEBLD36.4000.7701.51.52.06.1450.0000.260ELECTRICIANNEBLD26.4301.51.52.08.7600.1400.0000.200											
CEMENT MASONSE ALL25.67026.4201.51.52.05.0508.7500.0000.400CEMENT MASONWHLY25.50026.5001.51.52.05.49010.440.0000.500CERANT MASONWHLY25.50026.5001.51.52.06.2507.550.0000.000CERANTC TILE FNSHERHLD24.9100.0001.51.52.04.7505.6000.0000.000ELECTRIC FWR EQNT OPALL21.9000.0001.51.52.04.7505.6000.0000.000ELECTRIC FWR TRK DRVALL22.1300.0001.51.52.04.7505.6000.0000.830ELECTRICIANNEBLD31.21036.5011.51.52.05.1506.4800.0000.250ELECTRICIANNEBLD31.21036.6911.51.52.05.1506.1450.0000.250ELECTRICIANNEBLD36.40038.1501.51.52.08.1407.1000.0000.301GLAZIERBLD26.4007.7001.51.52.08.7000.0000.6000.3000.600LABORERHLY28.57030.0701.51.52.08.7000.0000.6000.3000.600LABORERHLY26.5902.64011.51.52.06.5055.9000.0000	CARPENTER		HWY	27.340	29.340 1.5	1.5	2.0	6.750	8.520	0.000	0.320
CEMENT MASONWBLD24.22025.9701.51.52.05.49010.440.0000.500CERAMIC TILE FNSHERBLD24.9100.0001.51.52.06.2507.3500.0000.420ELECTRIC FWR GRUMANNALL30.7500.0001.51.52.04.7505.9050.0000.000ELECTRIC FWR GRUMANNALL34.16036.3501.51.52.04.7505.9050.0000.000ELECTRIC FWR GRUMANNALL34.16036.3501.51.52.04.7505.2000.0000.000ELECTRICIANNEBLD34.21036.2001.51.52.05.1506.4000.0000.250ELECTRICIANNEBLD31.19033.6901.51.52.05.1506.4000.0000.250ELECTRICIANNEBLD24.83026.3301.51.52.06.4000.0000.250ELECTRICIANNEBLD24.6301.501.51.52.06.4000.0000.250ELEVATOR CONSTRUCTORBLD24.6301.501.51.52.06.4000.0000.600LABORERBLD24.69025.4401.51.52.06.4005.9000.0000.600LABORER, SKILLEDHWY25.92026.4701.51.52.06.5055.9000.0000.600LABORER, SKILLED<	CEMENT MASON	NE	ALL	31.000	32.000 1.5	1.5	2.0	5.900	7.940	0.000	0.150
CEMENT MASON         W         HWY         25.500         26.500         1.5         2.0         5.400         0.400         0.500           CERAMIC TILE FNSHER         BLD         24.910         0.000         1.5         2.0         6.250         7.350         0.000         0.000           ELECTRIC PWR EQMTOP         ALL         21.09         0.000         1.5         1.5         2.0         4.750         8.610         0.000         0.000           ELECTRIC PWR EQMTOP         ALL         21.00         0.000         1.5         1.5         2.0         4.750         5.600         0.000         0.000           ELECTRICIAN         NE         BLD         34.210         36.200         1.5         2.0         5.150         6.400         0.000         0.250           ELECTRICIAN         W         BLD         36.15         40.077         2.0         1.5         2.0         5.150         6.400         0.000         0.350           ELCTRICIAN         W         BLD         36.15         40.070         2.0         2.152.0         6.400         5.50         0.000         0.350           ELCTRICIAN         BLD         36.15         40.077.00         1.5         1.5	CEMENT MASON	SE	ALL	25.670	26.420 1.5	1.5	2.0	5.050	8.750	0.000	0.400
CERRANCT TILE FINSHER         BLD         24,910         0.000         1.5         1.5         2.0         6.250         7.350         0.000         0.420           ELECTRIC PWR GRUNDAN         ALL         21.090         0.000         1.5         1.5         2.0         4.750         5.000         0.000         0.000           ELECTRIC PWR GRUNDAN         ALL         21.09         0.000         1.5         1.5         2.0         4.750         5.000         0.000         0.000           ELECTRIC PWR TRUNDAN         ALL         21.03         0.000         1.5         1.5         2.0         4.750         5.000         0.000         0.000           ELECTRICIAN         NE BLD         31.190         36.690         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELEVATOR CONSTRUCTOR         BLD         26.310         2.5         1.5         2.0         8.740         0.000         0.300           IRON WORKER         BLD         26.310         2.6         1.5         2.0         8.740         0.000         0.300           LABORER         BLD         26.400         25.400         1.5         1.5         2.0         6.050	CEMENT MASON	W	BLD	24.220	25.970 1.5	1.5	2.0	5.490	10.44	0.000	0.500
LLECTRIC PWR GRNDMAN         ALL         30.750         0.000         1.5         1.5         2.0         4.750         5.005         0.000         0.000           ELECTRIC PWR GRNDMAN         ALL         21.090         0.000         1.5         1.5         2.0         4.750         9.505         0.000         0.000           ELECTRIC PWR LINEMAN         ALL         22.130         0.000         1.5         1.5         2.0         4.750         9.500         0.000         0.000           ELECTRICIAN         NE         BLD         34.210         36.530         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELECTRONIC SYS TECH         BLD         24.830         26.330         1.5         1.5         2.0         8.140         0.000         0.250           ELECTRONIC CONSTRUCTOR         BLD         36.615         40.070         2.0         2.0         8.140         7.800         0.000         0.500           TRON WORKER         BLD         26.400         38.150         1.5         1.5         2.0         6.150         5.900         0.000         0.600           LABORER         HWY         25.90         2.6470         1.5 <td>CEMENT MASON</td> <td>W</td> <td>HWY</td> <td>25.500</td> <td>26.500 1.5</td> <td>1.5</td> <td>2.0</td> <td>5.490</td> <td>10.44</td> <td>0.000</td> <td>0.500</td>	CEMENT MASON	W	HWY	25.500	26.500 1.5	1.5	2.0	5.490	10.44	0.000	0.500
LLECTRIC PWR GRNDANN         ALL         21.0990         0.000         1.5         1.5         2.0         4.750         5.055         0.000         0.000           ELECTRIC PWR LINEMAN         ALL         22.130         0.000         1.5         2.0         4.750         5.205         0.000         0.000         0.000           ELECTRIC PWR TKNV         ALL         22.130         0.001         1.5         2.0         5.155         5.800         0.000         0.000           ELECTRICIAN         W         BLD         33.210         36.530         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELECTRICIAN         W         BLD         33.610         26.030         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELEVATOR CONSTRUCT         BLD         36.400         38.150         36.601         1.5         1.5         2.0         8.140         7.810         0.000         0.300           ICON WORKER         BLD         26.310         28.570         30.070         1.5         1.5         2.0         6.505         5.900         0.000         0.300           LABORER <t< td=""><td>CERAMIC TILE FNSHER</td><td></td><td>BLD</td><td>24.910</td><td>0.000 1.5</td><td>1.5</td><td>2.0</td><td>6.250</td><td>7.350</td><td>0.000</td><td>0.420</td></t<>	CERAMIC TILE FNSHER		BLD	24.910	0.000 1.5	1.5	2.0	6.250	7.350	0.000	0.420
LLECTRIC PWR LINEMAN         ALL         34.160         36.350         1.5         2.0         2.750         9.560         0.000         0.000           ELECTRIC PWR TRK DRV         ME         BL0         34.210         36.210         1.5         2.0         4.750         6.200         0.000         0.500           ELECTRICIAN         NE         BL0         33.210         36.6210         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELECTRICIAN         W         BLD         33.400         33.690         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELECTRONIC SYS TECH         BLD         24.830         26.301         28.061         1.5         1.5         2.0         6.400         5.750         0.000         0.300           CLAZIR         BLD         24.630         28.00         1.5         1.5         2.0         8.140         7.810         0.000         0.300           IRON WORKER         HW         24.690         25.440         1.5         1.5         2.0         6.950         5.900         0.000         0.600           LABORER         SKILLED         HW	ELECTRIC PWR EQMT OP		ALL	30.750	0.000 1.5	1.5	2.0	4.750	8.610	0.000	0.000
LLECTRIC PWR TEK DRV         ALL         22.130         0.000         1.5         2.0         4.750         6.200         0.000         0.000           ELECTRICIAN         NE         BLD         33.210         36.530         1.5         1.5         2.0         5.150         6.600         0.000         0.830           ELECTRICIAN         N         BLD         33.190         36.530         1.5         1.5         2.0         5.150         6.400         0.000         0.250           ELECTRONIC SYS TECH         BLD         24.830         26.310         2.0         2.0         8.775         6.960         2.140         0.000         0.310           GLAVATOR CONSTRUCTOR         BLD         26.310         28.600         1.5         1.5         2.0         8.400         0.000         0.300           IRON WORKER         BLD         26.540         25.401         1.5         1.5         2.0         8.100         0.000         0.600           LABORER         BLD         24.690         25.440         1.5         1.5         2.0         6.050         5.900         0.000         0.300           LABORER         SHLL         BLD         26.540         2.5         1.5	ELECTRIC PWR GRNDMAN		ALL								
LECTRICIANNEBLD34.21036.2101.52.05.1505.8000.0000.510ELECTRICIANNBLD33.24036.5901.51.52.05.1506.4000.0000.250ELECTRONIC SYS TECHBLD24.83026.3301.51.52.05.1506.1450.0000.250ELEVATOR CONSTRUCTORBLD35.61540.0702.02.08.7756.9602.1400.0000.250GLAZIERBLD27.02027.7701.51.52.08.1407.8100.0000.301TRON WORKERBLD26.30028.6001.551.52.08.1407.8100.0000.301LABORERBLD26.47025.4401.51.52.08.0505.9000.0000.600LABORER, SKILLEDBLD26.54026.4701.51.52.06.0505.9000.0000.320LABORER, SKILLEDHWY25.92026.4701.51.52.06.0505.9000.0000.300LABORER, SKILLEDHWY26.52026.7071.51.52.06.0505.9000.0000.300LABORER, SKILLEDHWY26.52026.7071.51.52.06.5507.8500.0000.320MACHINERYHWY28.50030.0011.51.52.06.5507.8500.0000.320MACHINERYHWY28.403											
ELECTRICIAN         SE         BLD         33.210         36.530         1.5         2.0         5.150         6.600         0.000         0.230           ELECTRICIAN         W         BLD         31.190         36.690         1.5         2.0         5.150         8.480         0.000         0.250           ELECTROIC SYSTECH         BLD         24.830         26.330         1.5         2.0         2.0         8.480         0.000         0.250           GLAZIER         BLD         35.615         40.070         2.0         2.0         8.760         1.11         0.000         0.300           IRON WORKER         BLD         26.310         28.060         1.5         1.5         2.0         8.140         7.810         0.000         0.600           LABORER         HW         25.920         26.470         1.5         1.5         2.0         6.050         5.900         0.000         0.600           LABORER         SKILLED         HW         25.920         26.470         1.5         1.5         2.0         6.050         5.900         0.000         0.300           LABORER         SKILLED         HW         25.920         2.0         1.5         2.0											
ELECTRICIAN         W         BLD         31.190         33.690         1.5         1.5         2.0         5.150         6.145         0.000         0.250           ELECTRONIC SYS TECH         BLD         24.830         26.330         1.5         1.5         2.0         8.775         6.960         2.140         0.000         0.500           GLAZIER         BLD         27.020         27.770         1.5         1.5         2.0         6.400         5.750         0.000         0.500           HT/FROST INSULATOR         BLD         26.310         28.061         1.5         1.5         2.0         8.140         7.810         0.000         0.400           IRON WORKER         HWY         25.920         26.470         1.5         1.5         2.0         6.050         5.900         0.000         0.600           LABORER         SKILLED         HWY         25.920         26.470         1.5         1.5         2.0         6.550         5.900         0.000         0.300           LABORER         SKILLED         HWY         25.920         2.0         1.5         2.0         6.750         8.150         0.000         0.320           LABORER, SKILLED         HWY											
ELECTRONIC SYS TECH         BLD         24.830         26.330         1.5         1.5         2.0         5.150         6.145         0.000         0.250           ELEVATOR CONSTRUCTOR         BLD         35.615         40.070         2.0         2.0         2.0         8.775         6.960         2.140         0.000         0.500           HT/FROST INSULATOR         BLD         36.400         38.150         1.5         1.5         2.0         8.760         10.11         0.000         0.310           IRON WORKER         BLD         26.310         28.060         1.5         1.5         2.0         8.140         7.810         0.000         0.400           LABORER         BLD         24.690         25.440         1.5         1.5         2.0         6.050         5.900         0.000         0.600           LABORER         SKILLED         BLD         24.690         25.440         1.5         1.5         2.0         6.050         5.900         0.000         0.320           MACHINERY         MOVER         HWY         28.570         30.070         1.5         1.5         2.0         6.250         7.350         0.000         0.320           MACHINERY         MOVER </td <td></td>											
ELEVATOR CONSTRUCTOR         BLD         35.615         40.070         2.0         2.0         8.775         6.960         2.140         0.000           GLAZIER         BLD         27.020         27.770         1.5         1.5         2.0         8.775         0.000         0.500           IT/FROST INSULATOR         BLD         26.310         28.060         1.5         1.5         2.0         8.140         7.810         0.000         0.400           IRON WORKER         HWY         28.570         30.070         1.5         1.5         2.0         8.140         7.810         0.000         0.400           LABORER         HWY         25.920         26.470         1.5         1.5         2.0         6.050         5.900         0.000         0.600           LABORER         SKILLED         BLD         26.540         28.540         1.5         1.5         2.0         6.050         5.900         0.000         0.300           LABORER         SKIL         BLD         26.540         28.540         1.5         1.5         2.0         6.050         5.900         0.000         0.320           MACHINIST         BLD         28.540         1.5         1.5         2.		W									
GLAZIER         BLD         27.020         27.770         1.5         1.5         2.0         6.400         5.750         0.000         0.500           HT/FROST INSULATOR         BLD         36.400         38.150         1.5         1.5         2.0         8.760         10.11         0.000         0.400           IRON WORKER         BLD         26.510         30.070         1.5         1.5         2.0         8.140         7.810         0.000         0.400           LABORER         BLD         24.690         25.440         1.5         1.5         2.0         6.050         5.900         0.000         0.600           LABORER, SKILLED         BLD         24.690         25.440         1.5         1.5         2.0         6.050         5.900         0.000         0.600           LABORER, SKILLED         HWY         25.920         26.470         1.5         1.5         2.0         8.150         0.000         0.320           MACHINERY         MOVER         HWY         28.570         30.070         1.5         1.5         2.0         6.250         7.350         0.000         0.320           MACHINERY         MOVER         HWY         28.570         3.04010											
HT/FROST INSULATORBLD36.40038.1501.51.52.08.76010.110.0000.310IRON WORKERBLD26.31028.0601.51.52.08.1407.8100.0000.400LABORERBLD24.69025.4401.51.52.08.1407.8100.0000.600LABORERBLD24.69025.4401.51.52.06.0505.9000.0000.600LABORER, SKILLEDBLD24.69026.4701.51.52.06.0505.9000.0000.600LABORER, SKILLEDBLD26.54028.5401.51.52.06.0505.9000.0000.600LATHERBLD26.54028.5401.51.52.06.0505.9000.0000.320MACHINERY MOVERHWY28.57030.0701.51.52.06.2507.3500.0000.420MARELE FINISHERSBLD24.9100.0001.51.52.06.7507.8500.0000.320MILLWRIGHTBLD27.18029.1801.51.52.06.45010.000.0001.100OPERATING ENGINEERBLD2.7.36032.4201.51.52.06.45010.000.0001.100OPERATING ENGINEERBLD2.5.85032.4201.51.52.06.45010.000.0001.100OPERATING ENGINEERBLD28.970 </td <td></td>											
IRON WORKERBLD26.31028.0601.51.52.08.1407.8100.0000.400IRON WORKERHWY28.57030.0701.51.52.08.1407.8100.0000.350LABORERBLD24.69025.4401.51.52.06.0505.9000.0000.600LABORER, SKILLEDBLD24.69025.4401.51.52.06.0505.9000.0000.600LABORER, SKILLEDBLD26.54028.5401.51.52.06.7508.1500.0000.320MACHINERY MOVERHWY28.57030.0701.51.52.06.2507.3500.0000.320MACHINERYBLD26.52027.7701.51.52.06.2507.3500.0000.420MARBLE MASONBLD26.52027.7701.51.52.06.7507.8500.0000.320MILLWRIGHTBLD2.7.18029.1801.51.52.06.45010.000.0201.100OPERATING ENGINEERBLD2.7.36032.4201.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY2.7.7903.3001.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY2.7.7903.3001.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY2.7.											
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MARBLE MASONBLD26.52027.7701.51.52.06.2507.3500.0000.420MILLWRIGHTBLD27.18029.1801.51.52.06.7507.8500.0000.320MILLWRIGHTHWY28.41030.4101.51.52.06.7507.9500.0000.320OPERATING ENGINEERBLD29.42032.4201.51.52.06.45010.000.0001.100OPERATING ENGINEERBLD227.36032.4201.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY30.30033.3001.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY227.79033.3001.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY323.64033.3001.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY323.64033.3001.51.52.06.45010.000.0001.100OPERATING ENGINEERHWY227.79032.5201.51.55.06.7500.0000.0001.100OPERATING ENGINEERHWY223.64033.3001.51.52.06.45010.000.0000.0000.000PAINTERSIGNSBLD28.97032.5201.51.52.0	MACHINIST		BLD	38.390	40.390 2.0	2.0	2.0	4.880	6.550	2.650	0.000
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	SIGN HANGER		HWY	28.570	30.070 1.5	1.5	2.0	8.140	7.810	0.000	0.350
STEEL ERECTOR         HWY         28.570         30.070         1.5         1.5         2.0         8.140         7.810         0.000         0.350	SPRINKLER FITTER		BLD	35.140	37.690 1.5	1.5	2.0	7.000	6.200	0.000	0.250
			HWY								
STONE MASON         BLD         27.020         28.520         1.5         1.5         2.0         6.250         7.350         0.000         0.420	STONE MASON		BLD	27.020	28.520 1.5	1.5	2.0	6.250	7.350	0.000	0.420

TERRAZZO FINISHER		BLD	24.910	0.000	1.5	1.5 2.0	6.250	7.350	0.000	0.420
TERRAZZO MASON		BLD	26.520	27.770	1.5	1.5 2.0	6.250	7.350	0.000	0.420
TILE MASON		BLD	26.520	27.770	1.5	1.5 2.0	6.250	7.350	0.000	0.420
TRUCK DRIVER		0&C 1	21.970	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER		0&C 2	22.290	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER		0&C 3	22.450	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER		0&C 4	22.650	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER		0&C 5	23.250	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	Ε	ALL 1	34.200	34.750	1.5	1.5 2.	6.000	4.075	0.000	0.250
TRUCK DRIVER	Е	ALL 2	34.350	34.750	1.5	1.5 2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER	Е	ALL 3	34.550	34.750	1.5	1.5 2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER	Е	ALL 4	34.750	34.750	1.5	1.5 2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER	W	ALL 1	27.457	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	W	all 2	27.857	0.000	1.5	1.5 2.	8.600	3.797	0.000	0.000
TRUCK DRIVER	W	ALL 3	28.057	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	W	ALL 4	28.307	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	W	ALL 5	29.057	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TUCKPOINTER		BLD	27.020	28.520	1.5	1.5 2.0	6.250	7.350	0.000	0.420

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**

WOODFORD COUNTY

CEMENT MASONS AND PLASTERERS (NORTHEAST) - That part of the county including the town of Minonk.

CEMENT MASONS AND PLASTERERS (SOUTHEAST) - Eastern part North to and including Benson and West to, but not including Roanoke.

CEMENT MASONS AND PLASTERERS (WEST) - That part of the county West of Rt. 116 and 116A including the towns of Benson, Roanoke and Congerville.

ELECTRICIANS (NORTHEAST) - Townships of Linn, Clayton, Minonk, Roanoke, Green and Panola.

ELECTRICIANS (SOUTHEAST) - Townships of Palestine, El Paso and Kansas. ELECTRICIANS (WEST) - Townships of Partridge, Cazenovia, Spring Bay, Worth, Metamora, Cruger, Olio, and Montgomery.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county South of Rt. 116 and East of Rte. 116A including Goodfield.

TRUCK DRIVERS (EAST) - That part of the county East of Route 51 and north of Route 24.

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.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

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

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

#### LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other

building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters --

street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - WEST

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST

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

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

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

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

#### 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.