REBUILDING ROCKFORD 2013

CITY OF ROCKFORD
PURCHASING DIVISION
CITY HALL BUILDING
425 EAST STATE STREET
ROCKFORD, IL 61104

BID ON: CITY-WIDE CRACKSEALING 2013
BID NO.: 913-PW-125
BID DATE: SEPTEMBER 30, 2013
TIME: 11:00 AM

NOTICE TO CONTRACTORS, INSTRUCTION TO BIDDERS, SPECIFICATIONS AND PROPOSAL

THE CITY OF ROCKFORD ILLINOIS, USA

Carrie Eklund
Central Services Manager
Finance Department

INVITATION FOR BID
CITY-WIDE CRACKSEALING 2013
913-PW-125

Bids will be received until **11:00 a.m.**, local time, on **Monday, September 30, 2013** at the office of the Central Services Manager, City Hall Building, 425 East State Street, Rockford, Illinois 61104. At that time and place all bids received will be publicly opened and read aloud.

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Each bidder shall submit with his bid the information specified in the bid documents for compliance with the laws of the State of Illinois on Fair Employment Practices and with the City of Rockford's Ordinance on Equal Employment and Business Opportunity. Any bid which fails to include the compliance items properly completed will not be read and will not be considered.

The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities.

Dated: September 13, 2013

FINANCE AND PERSONNEL COMMITTEE

Carrie Eklund
Central Services Manager

425 East State Street Rockford, Illinois 61104-1068 USA
815-987-5560 800-380-7175 fax **www.rockfordil.gov**

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Section 1

Bid Instructions

THE CITY OF ROCKFORD ILLINOIS, USA

Carrie Eklund
Central Services Manager
Finance Department

INVITATION TO BID
CITY-WIDE CRACKSEALING 2013
BID NO.: 913-PW-125

Name of Bidding Firm: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

Email: _____

Bid Opening Time and Date: **11:00 a.m., Local time, Monday, September 30, 2013**

Bid Deposit/Bid Bond: **YES**
Prevailing Wage: **YES**
Performance Bond: **YES**

PLEASE MARK THE RETURNED SEALED ENVELOPE:

1. **Bid Opening Date and Time**
2. **Title of Job**
3. **Bid Number**

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560 or by fax at (800) 380-7175.

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)–Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to

fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When

subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

27. Apprenticeship Requirement. For construction contracts over $50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Insurance Requirements. Upon execution of the contract, and prior to the awarded vendor commencing any work or services with regard to the project, the awarded vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the awarded vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate (subject to a per project general aggregate provision applicable to the project), $2 million products/completed operations aggregate and $1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than $2 million each occurrence, $2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of $1 million each occurrence, $2 million general aggregate

- ❖ Workers Compensation. The awarded vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

- ❖ Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the awarded vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

Instruction to Bidders
Bid No.: 913-PW-125

1. The bidder shall insert the price for all bid items and all other information requested in the Bid Form attached or a computer generated schedule of prices. All computer-generated schedule of prices submitted must be correct and correspond to the latest schedule of prices issued by the City of Rockford or the bid may be rejected. All prices shall be net and shall be the full, delivered cost to the City of Rockford, including all factors whatsoever. Failure to comply with this requirement will constitute rejection of bid.

2. All proposals must be accompanied by a bank cashier's check, bank draft, certified check or bid bond for not less than 5% of the amount of the bid payable to the City of Rockford as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract and 100% performance, labor, material and payment bond within ten (10) days after the award of the contract or forfeit such bid guarantee to the City of Rockford as liquidated damages. Bidder will furnish satisfactory proof of required insurance, naming City of Rockford as additional insured within ten (10) days after notice of award and before work is commenced.

3. The City requires the improvements specified to be completed under the following guidelines: The Contractor must begin work within 10 days of the Notice to Proceed. Once notice to proceed has been given, **contractor will have until November 15, 2013 to complete the project.**

4. Bidders bidding on this City of Rockford construction project must be pre-qualified with the State of Illinois according to Section 102 of the Standard Specifications for Road and Bridge construction of the Illinois Department of Transportation. The bidder, prior to receiving a proposal form and being placed on the Bidders list must submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation. An "Affidavit of Availability" issued by the Department of Transportation must accompany each sealed bid. Bids will be awarded upon approval of "Affidavit of Availability".

   Anyone may secure a proposal marked "NOT FOR BIDDING" but will not be placed on the Bidders List and will not be allowed to submit a bid. Anyone securing a proposal marked "NOT FOR BIDDING" will be placed on a separate list for information purposes only.

5. It shall be mandatory that the awarded vendor and subcontractors comply with the Illinois Preference Act (IL Rev. Stat., Ch. 48, Par. 2201-2207) requires that only Illinois-resident workers be employed on Public Works Projects in times of excessive unemployment

6. The bidder receiving award of this contract by the Rockford City Council shall submit the following information and be issued a notice to proceed prior to start of work:

   - Construction schedule including starting date, project phasing controlling factors; and, estimated payment schedule (in Microsoft Projects format, one hard copy and one digital copy);

   - Material suppliers including plant locations and State certification.

- Subcontract items, including proposed subcontractors, items of work of each subcontractor, percent of total contract to be completed by each subcontractor; and, information specified in the bid documents requiring compliance with the laws of the State of Illinois on Fair Employment Practices, with the City of Rockford's Ordinance on Equal Employment and Business Opportunity.

- Certification that the subcontractor does not maintain or provide for his employees any segregated facilities. (If the subcontractor fails to submit these required EEO compliance documents to the contractor or if the subcontractor is found to be in noncompliance, the City of Rockford may require that the subcontractor in question not be utilized on the project. The City of Rockford also reserves the right to take whatever action necessary to meet all EEO requirements.)

7. Bidders are only required to return to the City the forms listed in the Required Forms section of the bid document, along with any special information that may be requested of firms as part of the general or special provisions. Sections 1, 3, and 4 of the bid document need not be returned to the City.

8. Bidder Questions during Bidding.

    1. All questions regarding the bidder's preparation of his bid, pertaining to the drawings and specifications, shall be compiled in writing and e-mailed to Carrie Eklund, (Carrie.Eklund@rockfordil.gov) City of Rockford, Finance Department, at least 72 hours prior to bid time.
    2. Questions received less than 72 hours before the designated bid time cannot be answered by addendum.
    3. Oral statements will <u>not</u> be binding to City of Rockford or the Contractor
    4. Any questions deemed by City as requiring a response will be answered by addendum issued to all bidders and will become a part of the Contract.
    5. Subcontractors must direct their questions through the General Contractor <u>only</u>.
    6. The consulting Architect and/or the consulting Engineer shall not be contacted direct without prior authorization from City.

9. These instructions are to be considered an integral part of any proposal.

10. Release of Liens: Before each progress payment is made after the initial payment, each contractor will be required to give the City good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said awarded vendor as aforesaid, the City shall have the right to retain out of the payment then due, or thereafter to become due, an amount sufficient to indemnify the Owner against all such liens, damages and claims until the sample shall be effectually satisfied, discharged, and cancelled.

FINANCE AND PERSONNEL COMMITTEE
Carrie Eklund
Central Services Manager
Dated: September 1, 2013

Section 2

Required Forms

BIDDER'S INFORMATION
CITY-WIDE CRACKSEALING 2013
BID NO.: 913-PW-125

Name of Bidding Firm: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

Email: _____

Contact Name: _____

Bid Opening Time and Date: **11:00 a.m., Local time, Monday, September 30, 2013**

BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are REQUIRED **to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:**

1. **Equal Employment Opportunity Affirmative Action Plan Statement of Policy.**

2. **The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.**

3. **The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.**
   Note: The number of employees must be entered under each category (no check marks)

   Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:
   Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.
   Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.
   Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.
   American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. **Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.**

5. **Certificate of Non-Barred Bidding**

6. **All executed Subcontractor/Leased Operator and Supplier forms.**

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____ to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

a. **Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;**

b. **Withholding or delaying payment on the contractor or;**

c. **Suspending, avoiding or canceling contract work.**

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME: _____

NUMBER OF **ALL** EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---
(No Check Marks Or Bid Will Not Be Accepted)

	MALES					FEMALES				
ALL JOB CLASSIFICATIONS	W	B	H	A	I	W	B	H	A	I

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is: _____

Must Provide Expiration Date: _____

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____ **City-Certified? Yes** _____ **No** _____

Women Business Enterprise _____ **City Certified? Yes** _____ **No** _____

Neither _____

(Revised 12/21/09)

Subcontractor/Leased Operator of Equipment Detail Form

City of Rockford

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information **Please provide business name and address, and a contact person.**	Type of Work Supplied **Describe the work the subcontractor/leased operator will perform for this contract.**	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %

The bidder intends to Subcontract/Lease Operators of Equipment for _____% of the total contract with MBE/WBE firms.

_____	_____	_____
Signed	**Title**	**Date**

Supplier Detail Form

City of Rockford

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted.

Supplier Information **Please provide business name and address, and a contact person.**	Type of Product Supplied **Describe the product the supplier will provide for this contract.**	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ ***Address*** _____ ***City, State*** _____ ***Contact*** _____	_____	Y ☐ N ☐	$ _____	_____ %

The bidder intends to procure _____% of the total contract from MBE/WBE firms.

_____	_____	_____
Signed	**Title**	**Date**

Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route _____
County _____
Local _____
Section _____

All contractors are required to complete the following certification:

☐ **For this contract proposal or for all groups in this deliver and install proposal.**

☐ **For the following deliver and install groups in this material proposal:**

_____

_____

_____

_____

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

I. **Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.**

II. **The undersigned bidder further certifies for work to 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 or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.**

III. **The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each 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 employees. Types of work or craft 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 for which there is no applicable apprenticeship or training program available.**

_____

_____

_____

_____

_____

IV. **Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.** ☐

_____

_____

_____

_____

_____

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. 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 is accounted for and listed. 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. In order to fulfill the participation requirement, it shall not be necessary that any 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 or deliver and install proposal.

Bidder: _____ **By:** _____
(Signature)

Address: _____ **Title:** _____

Illinois Department of Transportation

Proposal Bid Bond

Local Agency

Route _____

County _____

Local Agency _____

Section _____

RETURN WITH BID

PAPER BID BOND

WE _____ **as PRINCIPAL,**

and _____ **as SURETY,**

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ **day of** _____

Principal

_____ (Company Name)

_____ (Company Name)

By: _____ (Signature and Title)

By: _____ (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

_____ (Name of Surety)

By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____ **, a Notary Public in and for said county,**

do hereby certify _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this _____ **day of** _____

My commission expires _____

_____ (Notary Public)

ELECTRONIC BID

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

_____ (Company/Bidder Name)

_____ (Signature and Title)

_____ Date

Acknowledgement of Addenda

By signing below, we acknowledge receipt of the addenda listed.

Addendum _____ **Date** _____

Addendum _____ **Date** _____

Addendum _____ **Date** _____

Addendum _____ **Date** _____

Addendum _____ **Date** _____

_____

Person, Firm, or Corporation

_____

Authorized Signature and Title

2013 City Wide Crack Sealing Proposed Bid Sheet

We _____ propose to provide The City of Rockford
(name of contractor)
with all labor, materials, equipment, supervision and incidental items required for the supply and installation of

_____ pounds of crack sealing
(please write your total proposed quantity in pounds)

material for a total not to exceed contract price of $115,000 as a part of the 2013 City Wide Crack Sealing Program. The City of Rockford will be contributing $75,000 towards the contract amount and the Village of Machesney Park will be contributing $40,000 towards the contract amount. We understand that this $115,000 lump sum price shall include but not be limited to the following: Cracksealing material, traffic control, sediment control, sweeping and cleanup.

_____
Name of contractors authorized representative

_____
Signature

_____
Title of contractor's authorized representative

_____
Date

CITY OF ROCKFORD, ILLINOIS
PROPOSAL NO. _____

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ _____(Name of party signing affidavit)

_____ (Title) being duly sworn do depose and say:

That material to be furnished for the above designated proposal number shall be supplies from bins, stockpiles or stock materials that conform to the specification set forth herein.

_____
(Signature and title)

Sworn to be before me this _____ day of _____, 2013.

_____
(Notary Public)

My commission expires _____.

(SEAL)

Illinois Department of Transportation

Affidavit of Availability
For the Letting of

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

uctions: **Complete this form by either typing or using black ink. "Authorization to Bid" will be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.**

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include

	1	2	3	4	Awards	
County and Section Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
				Total Value of All Work		

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Miscellaneous Bituminous Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Fabrication						
Building Construction						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ **day of** _____ _____ **Type or Print Name** _____

Officer or Director

Signed _____

_____

Notary Public

My commission _____

Company _____

(Notary Seal)

Address _____

_____

Section 3

General and Special Provisions

Illinois Department of Transportation

Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted **January 1, 2012**, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of **City-Wide Cracksealing 2013** and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

SPECIAL PROVISIONS

The "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2012, and the Supplemental Specifications prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2013, by said Department to supplement the "Standard Specifications for Road and Bridge Construction", shall govern the bidding, construction and execution of the proposed project. Where the term "Department" appears in the Specifications, the "City of Rockford" shall be substituted therefore, and where any term for an employee of the Department is used, the designated City of Rockford employee shall be substituted therefore. City of Rockford Water Division Specifications - Revised, dated April 2010, and the General Provisions and Technical Specifications for Sanitary Sewer Construction in the Rock River Water Reclamation District dated October 24, 1983, and all standards and revisions adopted by the Board of Trustees for said Rock River Water Reclamation District shall also apply to this improvement where appropriate. Style, type and grade of all materials used for construction shall be approved by the City of Rockford Public Works Department, City of Rockford Water Division and Rock River Water Reclamation District prior to bidding, ordering or placing any materials.

Herein after the terms "Owner", "Ownership", "City", "Engineer", or any derivatives of such shall mean the City of Rockford or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

The following Special Provisions supplement the said specifications and, in case of conflict with any part or parts of said specifications, these Special Provisions shall take precedence and shall govern:

SECTION 1 - GENERAL

1.1 DESCRIPTION OF WORK

The contract work consists of routing and filling cracks in various bituminous surfaced streets throughout the City of Rockford and the Village of Machesney Park. **This contract is for a given value of crack sealing work, not necessarily for every foot of roadway on the prioritized list of streets. The order on the prioritized list must be followed until the contract weight is placed. At this point, the contract quantity is considered complete. Ownership reserves the right to modify the prioritized list.**

Contractor shall be responsible for working with the City of Rockford and the Village of Machesney Park field inspectors to estimate the quantity of crack sealing material laid down per day. Once the proper quantity of material has been placed in the City of Rockford or the Village of Machesney Park whichever municipality the contractor begins work, the contract may then proceed to the other municipality.

1.2 CONSTRUCTION STAKING COMPLETE

Contractor shall be responsible for setting and staking all grades as indicated on any applicable plans and cross sections. Any deviation from current grades without written authorization from the Owner will not be accepted for payment until the Contractor has

corrected the construction to the satisfaction of ownership. Project shall be constructed as 'grade to drain' and must convey all storm water to approved inlets and structures.

1.3 CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the Owner, the contractor shall designate those Pay Items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the Pay Item, times the actual units provided, as physically constructed at the job site, and finally verified by the Owner. No division of individual Pay Items between the contractor and subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the subcontractors doing work on the project.

All subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

1.4 CONSTRUCTION INSPECTION

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48 hour notice has been provided to the City's Project Manager.

Prior to construction, the Contractor and/or their sub-contractors shall be responsible for distributing notices to all residents whose driveway access is affected by the contractor's respective activities. The notice shall be distributed to each residence a minimum of forty-eight (48) hours prior to the start of construction or interruption of access to the adjacent driveways. The Contractor will not be permitted to work within the area unless the notices have been distributed.

During construction, the Contractor and/or their sub-contractor shall contact any resident prior to a temporary loss of access to their house a minimum of 48 hours but not more than 72 hours, prior to the commencement of these activities. The morning of the work, the Contractor will again be required to notify the residents door to door. The Contractor should provide information regarding the anticipated time that full access will be restored.

Coordination between activities should allow for work to be done in a timely manner to permit access to the roadway.

Any work performed without the presence of an Owner's designated representative to inspect said construction shall not be accepted for payment as directed by the Owner. Contractor shall notify Ownership a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

City representatives shall only be available between 7:30 am and 3:30 pm on weekdays. Inspectors will not be available on Saturdays, Sundays and official City of Rockford holidays. Except for work required to maintain warning lights, barricades and other safety/health-related systems no work shall be performed on Saturdays, Sundays, legal holidays, or between 3:30 p.m. and 7:30 a.m. on other days without specific permission of the Owner. Additionally, no work will be allowed in certain areas of the project on days as specified by the City of Rockford.

Owner will provide services as needed for construction observation/inspection between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, except for official City of Rockford holidays. Should the Contractor work outside these hours whether by his choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of $70.00 per hour per inspector for the number of construction observation/inspection hours expended by the Owner's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended **in each individual day** and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due the Owner for excess engineering shall be deducted from the project's final application for payment.

1.5 EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS

Ownership does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any other existing utilities or drainage structures. The contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor shall report to the Owner any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage.

1.6 REQUIREMENTS FOR WATER MAIN VALVE SHUT OFF

a) Contractor shall obtain the permission of the Water Superintendent, or his designee, prior to any water main valve shut off.

b) Contractor shall notify all water customers affected by the water main valve shut off at least 24 hours in advance, using forms supplied by the Water Division.

c) Contractor shall notify the Water Division Operations Center Operator (815-987-5712) prior to any water main valve shut off and provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):

- Streets and boundaries of shut down
- Time of shut down
- Approximate duration of shut down
- Number of customers affected
- If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.

d) Contractor shall notify Water Division Operations Center Operator upon completion of repairs and restoration of water service.

e) Contractor shall demonstrate, to the satisfaction of the Owner, that water service at each residence or business affected by the shut down has been restored once the water service line has been reconnected.

f) Contractor shall meet with Water Division personnel at least two (2) days prior to start of construction to coordinate exercising valves and determining valve shut off patterns during construction. The shut down shall be allowed to proceed only after the Water Division representative has determined that the required valves are functioning. The Contractor shall be responsible for turning valves on and off during construction and accepts the responsibility for any and all damage to City property during construction.

g) All costs of work associated with scheduled water main valve shut off shall be included in the individual bid items and no additional compensation shall be allowed.

1.6.1 REQUIREMENTS FOR UNSCHEDULED (EMERGENCY) WATER MAIN VALVE SHUT OFF:

a) In the event the Contractor must perform an unscheduled water main valve shut off; the Contractor shall notify the Water Division Operations Center Operator (815-987-5712) as soon as possible.

b) The Contractor shall notify all water customers affected by the water main valve shut off and the need to boil water as soon as possible, using forms supplied by the Water Division.

c) The Contractor shall provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):

- Streets and boundaries of shut down
- Time of shut down

- Approximate duration of shut down
- Number of customers affected
- If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.

d) If the Contractor is involved in repairs, the Contractor shall notify Water Division Operations Center Operator upon completion of repairs when water service has been restored.

1.7 FAILURE TO COMPLETE WORK ON TIME

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

Each individual project location shall have the additional requirement that work shall not take more than 21 calendar days at any single location. For any individual project location that takes more than 21 calendar days to complete, a $500 per additional calendar day charge shall be assessed to the contractor in addition to any liquidated damages charged for overruns in the overall contract schedule.

1.8 CONSTRUCTION SEAMS

All paving seams (joints) shall be raked out and rolled according to Section 406 of the Standard Specifications and as directed by the Owner. No overlapping seams will be allowed. Any roadway with seams that fail within the first two years after construction shall be milled and resurfaced to full width at the Contractor's own expense and to the satisfaction of the owner.

1.9 MAINTENANCE OF DRIVEWAYS

Contractor shall provide vehicular access to residential or commercial/industrial driveways that shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is open to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. Any aggregate used to maintain access to driveways shall be considered incidental to the various bid items.

1.10 EROSION CONTROL AND NPDES COMPLIANCE

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of section 280 of the Standard Specifications and the attached details and all requirements set forth in the General NPDES Permit No. ILR10. The management practices, controls, and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

SPECIAL PROVISIONS

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within 7 calendar days; except where Construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on site must be properly disposed of. All excess concrete material must be disposed of in an approved concrete washout container. NO CONCRETE IS TO BE WASHED INTO THE PARKWAY. The type, size, location and design of the concrete washout structures may vary but each must be approved prior to use. Concrete washout structures used on this project are considered incidental to the contract and will not be considered for additional payment.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the job site, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Engineer, and properly dispose of the material.

1.11 SCHEDULING OF WORK

Contractor shall abide by the City of Rockford Construction Noise Ordinance (Sec. 17-6) for all work with the following exception. In certain areas (some commercial and/or industrial areas), the Contractor may be required to work outside of these hours. Ownership may waive specific requirements of the City of Rockford Construction Noise Ordinance on an individual case basis.

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third party utilities shall not be cause for adjustment to the contract sum.

Contractor shall be responsible for providing updated project schedules in the provided format to be submitted each Tuesday by the end of business hours. Schedules shall be completed electronically using the format provided. Schedules shall be completed to the quality and satisfaction of project ownership.

SPECIAL PROVISIONS

1.12 REMOVAL OF OLD CASTINGS

Any manhole and inlet castings to be replaced shall be removed from the jobsite the same day that the new casting is installed. Used castings shall be disposed of at a designated location at the City Yards for recycling. The address of the City Yards is 523 S. Central Avenue, Rockford, IL 61102.

1.13 DISPOSAL OF CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

Per guidelines set by the Illinois Environmental Protection Agency (IEPA) (Public Act 96-1416, effective July 30, 2010) construction and disposal practices at jobsites and at CCDD sites have been changed as of July 30, 2010.

As stated by the IEPA: "Clean Construction and Demolition Debris (CCDD) is uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities. When uncontaminated soil is mixed with any of these materials, the uncontaminated soil is also considered CCDD. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD."

Under this contract, material to be removed from the jobsite shall be disposed of at the contractors expense following all applicable local, state and federal requirements as well as any requirements set forth by the Illinois Environmental Protection Agency and the Illinois State Pollution Control Board. These legal requirements specifically include but are not limited to the Illinois Environmental Protection Act (415 ILCS 5), IEPA CCDD Guidelines (Public Act 96-1416), and Title 35 of the Illinois Administrative Code.

It shall be the contractor's responsibility to properly dispose of all material to be removed from the project limits including both CCDD and non CCDD material. Any additional costs incurred to the contractor for the disposal of material shall be considered incidental to various excavation and removal pay items and will not be considered for additional payment of any kind. Such additional incidental costs may specifically include but are not limited to trucking and hauling, off-site material handling, over-weight permits, tipping fees, regulatory fees and surcharges, any applicable taxes, and any disposal costs including those for hazardous and non-hazardous special waste. No special pay item for Non-Special Waste Removal, Special Waste Removal, or Hazardous Waste Removal has been included in this contract, but the requirements for removal of such materials must still be in accordance with Articles 202 and 669 of the Standard Specifications for Road and Bridge Construction.

Contractor shall make every effort to re-use all excavated material on site for trench backfill, parkway restoration, or any other uses within the scope of the contract plans and specifications. Re-use of material for any reason shall be approved by the owner prior to placement of material at the jobsite.

All excavation and removal operations shall conform to Section 202 – Earth and Rock Excavation from the Standard Specifications for Road and Bridge Construction Adopted January 1, 2012.

SPECIAL PROVISIONS

The City of Rockford has determined that some project locations may be within a residentially zoned area and upon request will provide the contractor with a signed copy of IEPA Form LPC-662 certifying the project site as never having been used for commercial or industrial purposes. This form may be used at the contractor's discretion to indicate to a certified CCDD fill site, soil fill operation licensed landfill, recycling center, or other disposal site operator that the material removed from the project site was never used for commercial or industrial purposes.

Some project locations may not be covered under IEPA Form LPC-662 and in such a case, the contractor shall still be fully responsible for proper disposal of any excavated material.

It should be noted that even with the completion of IEPA Form LPC-662, The City of Rockford does not provide any representation or guarantee as to the chemical composition of any material to be removed from the project site and additional testing may or may not be required prior to acceptance at a fill site. Any costs incurred by the contractor for chemical testing of removed material shall be considered incidental to the various excavation and removal pay items and will not be considered for additional payment. Furthermore, the operator of any private fill site retains the right to reject any material at their discretion based on their own determination of the suitability of the material for their site. It is recommended that the contractor take care not to stockpile or mix together material from different sites before taking that material for disposal.

1.14 PARTIAL PAYMENT

Special attention is drawn to IDOT Article 109.07 (a). The City of Rockford will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than $500.00.

When any payment is made directly to the City of Rockford, payments for completed work shall have deducted the proportionate share of the cost to be borne by the City of Rockford. The deduction will be the estimated cost to the City of Rockford divided by the awarded contract value with this percentage applied to the value of the work in place. Any adjustments to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.

SECTION 2 - SPECIAL PROVISIONS

SAW CUTTING

SPECIAL PROVISIONS

This work shall consist of sawing existing pavements to such a depth that when the pavement is removed, a clean neat edge will result with no spalling of the remaining pavement. Saw cutting shall be performed at all locations where pavement is removed and will be replaced. This work item shall be considered incidental to construction and no further compensation will be allowed.

MOBILIZATION

Refer to Article 671.02 of the Standard Specifications and delete this paragraph in its entirety.

There will be no mobilization payments made on this Project.

2.1 CRACK ROUTING AND SEALING

This item shall be constructed in accordance with Sections 451 and 452 of the Standard Specifications with the following exception: Cracks shall be routed as nearly as possible to a dimension of ⅝" wide by ¾" deep in lieu of the ¾" wide routing as called for in the Standard Specifications. Cracks shall only be routed to ¾" wide when specifically requested by project ownership.

The Contractor will sweep up and dispose of any and all millings. Contractor shall clean and sweep the roadway to the satisfaction of project ownership prior to removing inlet protection devices. When necessary, the sealant must be provided with adequate traffic protection prior to reopening to traffic. Temporary traffic control shall remain on site long enough to prevent any tracking of crack sealing material by roadway traffic.

Sweeping and traffic control requirements shall be incidental to the contract and will not be considered for additional payment.

Sealant will be procured by the Contractor and stored at the City Yards for use during the project. The address of the City Yards is 523 S. Central Avenue, Rockford, IL 61102. Work done using sealant not stored at the City Yards will not be accepted for payment.

This item includes all labor, equipment, and materials to route, clean, fill, and cover the cracks. This item shall be paid for at a lump sum price of $115,000. Item shall be bid by the number of pounds of crack sealing material to be provided for the $115,000 lump sum including all incidental items.

THE CITY OF ROCKFORD ILLINOIS, USA

City Wide Crack Sealing – 2013

The following list is for the City of Rockford streets and is provided in priority order. The contract is for a given weight of material placed not necessarily for every foot of roadway on the prioritized list of streets. The order on the prioritized list must be followed until the contract weight is placed. At this point, the contract quantity will be considered complete. List is subject to change.

1. Whitman Street Interchange between the Whitman Street Bridge and 6th Street
2. 6th Street from Whitman Street Interchange to East State Street
3. Prospect Street from East State Street to Rural Street
4. Alpine Road from Guilford Road to Morsay Drive
5. Sandy Hollow Road from 9th Street to 20th Street
6. Rockton Avenue from Auburn Street to Fulton Avenue

The following list is for the Village of Machesney Park streets and is provided in priority order. The contract is for a given weight of material placed not necessarily for every foot of roadway on the prioritized list of streets. The order on the prioritized list must be followed until the contract weight is placed. At this point, the contract quantity will be considered complete. List is subject to change.

1. Anjali Way from Perryville Road to Mitchell Road
2. Chandan Boulevard from Anjali Way to Theather Driveway
3. North Pier Drive from Landing Gear Drive to Cul-de-sac
4. Landing Gear Drive from North Pier Drive to West Mall Drive
5. Propeller Lane from Victory Lane to West Mall Drive
6. Rudder Road from North Pier Drive to Safe Landing Drive
7. Wingtip Way from North Pier Drive to West Mall Drive
8. Safe Landing Drive from Rudder Road to Propeller Lane
9. Victory Lane from Propeller Lane to North Pier Drive
10. Norman Avenue from Teakwood Road to Brentwood Road
11. Symphony Cove from Norman Avenue to Cul-de-sac
12. Wayne drive from IL 251 Service Drive to Rogers Street
13. Sycamore Lane from IL 251 Service Drive to Rogers Street

Section 4

Prevailing Wages

4443

RESOLUTION NO. 2012-126R
RESOLUTION OF THE CITY OF ROCKFORD ASCERTAINING THE PREVAILING WAGES FOR LABORERS, MECHANICS AND WORKERS EMPLOYED BY SAID CITY.

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, (820 Illinois Compiled Statutes 130/9); and

WHEREAS, the aforesaid Act requires that the City of Rockford, a municipal corporation, Winnebago County, investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said city employed in performing construction of public works, for said city.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, that:

Section 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works", approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Winnebago County area as determined by the Department of Labor of the State of Illinois as of June 1, 2012, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the City. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this City to the extent required by the aforesaid Act.

Section 3. The Legal Director of the City of Rockford shall publicly post or keep available for inspection by an interested party in the main office of the City of Rockford Department of Law this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing wages then in effect shall be attached to all contract specifications.

Section 4. The Legal Director of the City of Rockford shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

Section 5. The Legal Director of the City of Rockford shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6. The Legal Director of the City of Rockford shall cause to be published in a newspaper of general circulation within the area a Notice regarding this Resolution and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED:

APPROVED:

Lawrence J. Morrissey, Mayor

ATTEST:

Patrick W. Hayes, Legal Director

Winnebago County Prevailing Wage for September 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		30.570	31.820	1.5	1.5	2.0	8.240	12.95	0.000	0.800
ASBESTOS ABT-MEC		BLD		18.950	0.000	1.5	1.5	2.0	2.700	3.350	0.000	0.000
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		36.420	39.170	1.5	1.5	2.0	8.650	12.05	0.000	0.630
CARPENTER		BLD		36.410	40.420	1.5	1.5	2.0	8.300	11.55	0.000	0.600
CARPENTER		HWY		41.080	42.830	1.5	1.5	2.0	8.300	10.00	0.000	0.490
CEMENT MASON		ALL		35.240	37.990	1.5	1.5	2.0	8.750	12.00	0.000	0.500
CERAMIC TILE FNSHER		BLD		32.450	0.000	1.5	1.5	2.0	8.300	4.930	0.000	0.550
COMMUNICATION TECH		BLD		36.440	40.080	1.5	1.5	2.0	10.39	12.09	0.000	0.760
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN		BLD		41.500	45.650	1.5	1.5	2.0	10.39	17.43	0.000	0.830
ELEVATOR CONSTRUCTOR		BLD		45.350	51.020	2.0	2.0	2.0	11.88	12.71	3.630	0.600
GLAZIER		BLD		35.730	37.730	1.5	1.5	2.0	9.950	8.200	0.000	1.250
HT/FROST INSULATOR		BLD		33.930	36.470	1.5	1.5	2.0	7.450	14.77	0.000	0.000
IRON WORKER		ALL		35.090	36.840	2.0	2.0	2.0	8.340	22.19	0.000	0.500
LABORER		BLD		30.570	31.820	1.5	1.5	2.0	8.240	12.95	0.000	0.800
LABORER		HWY		33.200	33.950	1.5	1.5	2.0	8.240	13.95	0.000	0.800
LABORER, SKILLED		HWY		35.650	36.400	1.5	1.5	2.0	8.240	13.95	0.000	0.800
LATHER		BLD		36.410	40.420	1.5	1.5	2.0	8.300	11.55	0.000	0.600
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		32.450	0.000	1.5	1.5	2.0	8.300	4.930	0.000	0.550
MARBLE MASON		BLD		35.130	35.380	1.5	1.5	2.0	8.300	7.240	0.000	0.580
MATERIAL TESTER I		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		BLD		35.000	38.500	1.5	1.5	2.0	7.700	13.87	0.000	0.500
OPERATING ENGINEER		BLD	1	40.800	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	2	40.100	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	3	37.650	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	4	35.650	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	5	44.600	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	6	43.350	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	7	40.350	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		HWY	1	41.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	2	41.100	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	3	39.800	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	4	38.350	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	5	36.900	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	6	44.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	7	42.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
PAINTER		ALL		35.800	37.800	1.5	1.5	1.5	10.00	8.200	0.000	1.350
PILEDRIVER		BLD		37.410	41.530	1.5	1.5	2.0	8.300	11.55	0.000	0.600
PILEDRIVER		HWY		41.080	42.830	1.5	1.5	2.0	8.300	10.00	0.000	0.490
PIPEFITTER		BLD		41.450	44.350	1.5	1.5	2.0	7.980	10.94	0.000	1.000
PLASTERER		BLD		33.780	37.160	1.5	1.5	2.0	8.750	11.60	0.000	0.500
PLUMBER		BLD		41.450	44.350	1.5	1.5	2.0	7.980	10.94	0.000	1.000
ROOFER		BLD		38.950	41.950	1.5	1.5	2.0	8.280	9.190	0.000	0.430
SHEETMETAL WORKER		BLD		37.400	39.330	1.5	1.5	2.0	5.700	16.50	0.520	0.290
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		36.420	39.170	1.5	1.5	2.0	8.650	12.05	0.000	0.630
TERRAZZO FINISHER		BLD		32.450	0.000	1.5	1.5	2.0	8.300	4.930	0.000	0.550
TERRAZZO MASON		BLD		35.130	35.380	1.5	1.5	2.0	8.300	7.240	0.000	0.580

TILE LAYER	BLD	36.410	40.420	1.5	1.5	2.0	8.300	11.55	0.000	0.600
TILE MASON	BLD	35.130	35.380	1.5	1.5	2.0	8.300	7.240	0.000	0.580
TRUCK DRIVER	ALL 1	32.960	33.420	1.5	1.5	2.0	6.900	8.220	0.000	0.000
TRUCK DRIVER	ALL 2	33.110	33.420	1.5	1.5	2.0	6.900	8.220	0.000	0.000
TRUCK DRIVER	ALL 3	33.310	33.420	1.5	1.5	2.0	6.900	8.220	0.000	0.000
TRUCK DRIVER	ALL 4	33.420	33.420	1.5	1.5	2.0	6.900	8.220	0.000	0.000
TUCKPOINTER	BLD	36.420	39.170	1.5	1.5	2.0	8.650	12.05	0.000	0.630

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) 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

WINNEBAGO COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER, 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.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems,

telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, 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, tank cleaners, 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 with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete

Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig;

Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck

Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TTeamsters 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.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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