

# **REBUILDING ROCKFORD 2014**



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

**BID ON: CITY-WIDE LANDSCAPING  
2014  
BID NO.: 414-PW-038  
BID DATE: APRIL 28, 2014  
TIME: 11:00 AM**

**NOTICE TO CONTRACTORS, INSTRUCTION TO BIDDERS, SPECIFICATIONS AND  
PROPOSAL**

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# **Section 1**

## **Bid Instructions**



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
CITY-WIDE LANDSCAPING - 2014  
BID NO.: 414-PW-038**

**Name of Bidding Firm:**

\_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Bid Opening Time and Date: 11:00 a.m., Local time, Monday, April 28, 2014**

**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, 4<sup>th</sup> 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 the City's current certified payroll reporting system. No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

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.: 414-PW-038**

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 between April 1 and June 15, 2014 and between August 1 and November 1, 2014 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 not 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 only.
    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 same shall be effectually satisfied, discharged, and cancelled.

FINANCE AND PERSONNEL COMMITTEE

Carrie Eklund

Central Services Manager

Dated: April 1, 2014

# **Section 2**

## **Required Forms**

**BIDDER'S INFORMATION  
CITY-WIDE LANDSCAPING - 2014  
BID NO.: 414-PW-038**

**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, April 28, 2014**

**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](mailto: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.



**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.

<b>Authorized Signature</b>
<b>Title</b>
<b>Firm</b>

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	_____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				
Name	_____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____				
City, State	_____				
Contact	_____				

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 <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

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:

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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.

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**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.**

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**The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. 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:** \_\_\_\_\_



RETURN WITH BID

Route
County
Local Agency
Section

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 grid

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 \_\_\_\_\_

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Person, Firm, or Corporation

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Authorized Signature and Title



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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

(SEAL)



# Illinois Department of Transportation

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

## Affidavit of Availability For the Letting of

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						
<b>Total Value of All Work</b>						

### 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

	1	2	3	4	Awards	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					
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 \_\_\_\_\_  
 (Notary Seal)

Company \_\_\_\_\_

Address \_\_\_\_\_

# **Section 3**

## **General and 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 Landscaping - 2014**, 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 16, 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**

This project consists of Parkway Restoration throughout various areas within the City.

This work shall be completed starting April 1 to June 15 and August 1 to November 1.

Locations will be picked on an as needed basis.

#### **1.2 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

## SPECIAL PROVISIONS

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.

### **1.3 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.

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.

## **SPECIAL PROVISIONS**

### **1.4 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.

### **1.5 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.

### **1.6 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.

## **SPECIAL PROVISIONS**

### **1.7 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 contractor's 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, 2007.

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

## **SPECIAL PROVISIONS**

contractor take care not to stockpile or mix together material from different sites before taking that material for disposal.

### **1.8 LOCATING UNDERGROUND FACILITIES**

Revise Section 803 of the Standard Specifications to read:

Contractor requests for equipment locates will be granted only once prior to the start of the contract. Additional requests shall be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any item(s) damaged during the construction, at his/her own expense.

Locate requests should be directed to the City's Traffic Signal Maintenance Contractor or to the City of Rockford Traffic Engineering Department.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities call J.U.L.I.E. at **1-800-892-0123**. For locations of some utilities, other Agencies or Municipalities may need to be contacted.

### **1.9 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.

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 14<sup>th</sup> day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

## SPECIAL PROVISIONS

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.

### SECTION 2 - SPECIAL PROVISIONS

#### MOBILIZATION

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

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made for mobilization for any location additions or deletions or changes in scope of work at any particular location.

There shall be no mobilization payments made on this Project.

#### Item 1 TOPSOIL AND COMPOST

This work shall conform to Article 211. Of the Illinois Standard Specifications Manual Adopted January 1, 2012. Minimum of 4" of top soil shall be placed.

Method of Measurements for this item will be paid for in Square Yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TOPSOIL AND COMPOST.

#### Item 2 SEEDING

This work shall conform to Article 250. Of the Illinois Standard Specification Manual Adopted January 1, 2012.

Seeding shall be Mixture Class I.

Method of Measurements for this item will be paid for in Square Yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for SEEDING.

#### Item 3 SODDING

This work shall conform to Article 252. Of the Illinois Standard Specification Manual Adopted January 1, 2012.

## **SPECIAL PROVISIONS**

Measurements for this item will be paid for in Square Yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for **SODDING.**

**Item 4     EROSION CONTROL BLANKET**

This work shall conform to Article 251.04 Of the Illinois Standard Specification Manual Adopted January 1, 2012.

Measurements for this item will be paid for in Square Yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for **EROSION CONTROL BLANKET.**

**Item 5     TURF REINFORCEMENT MAT (TRM)**

This work shall conform to Article 251.05 Of the Illinois Standard Specification Manual Adopted January 1, 2012.

Measurements for this item will be paid for in Square Yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for **TURF REINFORCEMENT MAT (TRM).**

**Item 6     HYDRAULIC MULCH**

This work shall conform to Article 251.03 Method 3A. Of the Illinois Standard Specification Method Adopted January 1, 2012.

Measurements for this item will be paid for in Square Yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for **HYDRAULIC MULCH.**

**Item 7     PARKWAY RESTORATION**

This work shall consist of repairing disturbed areas other than those areas disturbed by installation of inlets, manholes, curb, gutter, sidewalk and driveway approaches. Disturbed areas to be provided with 4" of topsoil and seeding. Topsoil material shall be indigenous to Winnebago County, meet with the requirements of Article 1081.05 of the Standard Specifications, and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and Erosion Blanket on prepared seedbed in accordance with IDOT Section 250 and 251 in so far as said sections apply.

## SPECIAL PROVISIONS

Seeding Class I: Revise IDOT Article 250.07 to read: "Regardless of season, all disturbed areas shall be seeded with following mixture:

Turf Type Fescue	50 lbs/acre
Kentucky Blue Grass	50 lbs/acre
Manhattan Rye	100 lbs/acre <u>OR EQUAL</u>
Ruby Creeping Red Fescue	100 lbs/acre

Fertilizer shall be furnished and applied to the following nutrients and percentages by weight in pounds:

Nitrogen	6%
Phosphorus	24% <u>OR BY SOIL ANALYSIS</u>
Potassium	24%

Fertilizer shall be applied at a rate of 300 lbs/acre. Second fertilizer application 3-weeks after seeding of 10-10-10, 250 lbs/acre, if good stand is achieved.

**NAG S150 Erosion Control Blanket:** The erosion control blanket shall be installed in accordance to the manufacturer's specifications. A letter from the manufacturer's representative shall be provided to the engineer stating that the material has been installed properly.

**Guarantee:** All seeded areas shall be maintained for at least 30 days after application. Seeding that is required by the Owner after October 10 must meet the following guarantee the following spring. Scattered bare spots no larger than 0.25 square feet (6" X 6") will be allowed up to a maximum of 5% of any seeded area including 30 day maintenance and mowing.

Any water service boxes in parkway areas to be restored must be adjusted to the proper height prior to seeding. Contractor must contact the owner prior to parkway restoration if a valve box is not adjustable or is broken. If replacement parts are required, contractor shall contact owner for supply of new parts.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

Measurements for this item will be paid for in Square Yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for **PARKWAY RESTORATION**

### Item 8 **TRAFFIC CONTROL**

Work shall consist of furnishing, installing and maintaining all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, and

## SPECIAL PROVISIONS

other devices which are to be used to regulate, warn or guide traffic during construction of this improvement. All work shall be in conformance with the current edition of the Illinois Department of Transportation's Manual on Uniform Traffic Control Devices.

Contractor shall be required to furnish all traffic control devices necessary for the convenience and protection of vehicular and pedestrian traffic. Whenever the operation of the Contractor endangers or interferes with vehicular traffic or pedestrians, as determined by the Owner, the Contractor shall furnish any additional traffic control devices necessary to direct and protect his workmen at no extra cost to satisfy the requirements of the Owner. The Contractor will be required to furnish the necessary flaggers as specified in the Plans or required by the Owner on a continuous basis whenever construction operations are in progress.

Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices furnished by him. Whenever operations indicate that relocation of a proposed or existing traffic control device is advisable, as determined by the Owner, the Contractor shall remove, relocate and reinstall the device in question.

All advance warning signs for lane closure, intermediate information signs and standard signs shall be installed in accordance with Illinois Highway Standard 702001-05. Cones will not be allowed as a traffic control device.

The "WORKERS" (W21-1a(0)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L (0)- 48) signs.

Daily or periodic lane closures shall be erected no earlier than 9:00 AM and shall be removed no later than 3:30 PM regardless of the day of the week. In the event that a lane closure will remain for more than one calendar day, the Contractor shall notify the Owner at least 6 hours in advance. Emergency lane closures shall be erected and removed at the explicit direction of the Owner.

All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect or at the direction of the Owner.

If street closure is required for work, "No Parking" signs must be posted no more than 48 hours and no less than 24 hours prior to the start of work at that location. Signs should include time and date of closure along with time and date of expected re-opening of street. Signs must also include direct reference to City Ordinance 16-44.

Basic layout for traffic control devices shall be in accordance with Standards 701501-03, 701601-04, 701701-04, 701801-03, and 702001-05 as indicated in the Plans and Specifications.

Contractor shall be responsible for the maintenance of all traffic control devices installed by him as designated in the Plans and Specifications or as required by the Owner. The Contractor will provide surveillance of all barricades, barrels, warning signs and lights that he has installed on a 24-hour a day basis for each day of this contract. In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel

## **SPECIAL PROVISIONS**

required to maintain all traffic control devices as required by the Owner. Surveillance shall mean checking control devices periodically, but not less than once every 12 hours.

Contractor shall provide the City of Rockford with the name, address and telephone number of two (2) persons who will be responsible for maintaining the traffic control devices and who will be available to the City on an immediate basis 24 hours a day. If, for any reason, one or both of the persons become unavailable, the Contractor shall furnish the same information for other individuals who will be available.

Contractor shall be required to remove all traffic control devices which were furnished, installed or maintained by him under this contract and such devices shall remain the property of the Contractor upon said removal. All traffic control devices must remain in place until specific authorization for removal is received from the Owner.

During any construction, a minimum of one twelve (12) foot traffic lane in each direction shall be maintained. Any deviation from this requirement must be approved by Ownership, with detour signing provided by the Contractor at the request of the Owner. No extra compensation will be allowed for detour signing.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

This work shall be incidental to the project.

# **Section 4**

## **Prevailing Wages**

44 43

**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.

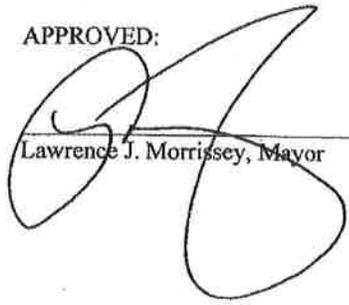
Section 4. The Legal Director of the City of Rockford shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates 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 April 2014

(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		44.240	48.220	2.0	2.0	2.0	6.970	17.54	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		46.050	51.810	2.0	2.0	2.0	12.73	13.46	3.680	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		35.500	39.050	1.5	1.5	2.0	8.300	14.37	0.000	0.500
OPERATING ENGINEER		BLD 1		41.800	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
OPERATING ENGINEER		BLD 2		41.100	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
OPERATING ENGINEER		BLD 3		38.650	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
OPERATING ENGINEER		BLD 4		36.650	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
OPERATING ENGINEER		BLD 5		45.550	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
OPERATING ENGINEER		BLD 6		44.800	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
OPERATING ENGINEER		BLD 7		41.800	45.800	2.0	2.0	2.0	16.65	10.30	2.350	1.000
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		42.100	45.050	1.5	1.5	2.0	7.980	11.04	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		42.100	45.050	1.5	1.5	2.0	7.980	11.04	0.000	1.000
ROOFER		BLD		39.200	42.200	1.5	1.5	2.0	8.280	9.690	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
SURVEY WORKER		ALL		35.650	36.400	1.5	1.5	2.0	8.240	13.95	0.000	0.800
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, cession 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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