



Bid Documents
Bid Number 17-3-6
Crack Sealing Bituminous Pavement

Village of Addison
Purchasing Department

1 Friendship Plaza

Addison, IL 60101

(630) 543-4100

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***Specifies items to be properly completed and submitted with the bid.**



Village of Addison

March 17, 2017

Bid No. 17-3-6

To Whom It May Concern:

Herein are Bid Documents to supply the Village of Addison with the following services.

2017 Crack Sealing Bituminous Pavement

Sealed bids must be received in Room 2100 of the Addison Village Hall, 1 Friendship Plaza, Addison, Illinois, any time prior to 10:30 a.m. on Monday, April 10, 2017; immediately thereafter all bids will be publicly opened and read aloud in Room 2002.

This project falls under the Illinois Prevailing Wage Act.

All bids must be submitted on the forms provided and returned in a sealed envelope. The self-addressed label provided with the bid document must be affixed to the outside of the sealed envelope.

The Village of Addison reserves the right to waive all technicalities, and to accept and or reject part(s) of any or all bids which it deems advantageous.

Minorities and women-owned businesses (W.B.E.) are encouraged to participate.

If you decline to submit a bid, please contact me in writing, your intention to do so.

Respectfully submitted,

Anna Hendrey
Village Purchasing Agent

IMPORTANT

The attached label must be affixed to the front of the sealed envelope the completed bid is submitted in. This attached label may be printed on an 8.5 X 11 label stock or printed on paper and securely fastened to the front of envelope.

Bids without the attached label may be delayed and not arrive in time for the bid opening.

If you have questions pertaining to this bid you may contact:

Anna Hendrey 630-693-7507
ahendrey@addison-IL.org

Bidders Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Village of Addison
1 Friendship Plaza
Addison, IL 60101

Sealed Bid Enclosed

Bid No. 17-3-6 Crack Sealing

Bid Opening Date Monday 4-10-17

Bid Opening Time 10:30 am



www.AddisonAdvantage.org

**VILLAGE OF ADDISON
BID # 17-3-6
2017 CRACK SEALING BITUMINOUS PAVEMENT**

INTENT

The Village of Addison is seeking bids to crack seal approximately 120,000 lineal feet of bituminous crack repairs to various roadways throughout Addison. All bidders must indicate their unit price per lineal foot to clean and seal (over band sealing) bituminous pavement cracks and the quantity in lineal feet of cracks they propose to seal. A list of streets to be sealed and a map of same is attached.

LENGTH OF CONTRACT

The term of contract shall be for one year, with the ability to extend the contract for two additional one year periods, based on adequate performance and provided that such renewals are mutually agreed to by both parties.

BID CONDITIONS

All bids by the successful bidder, through this not-to-exceed bid price, shall include all transportation, materials, labor charges, trucking, removal, disposal, any and all misc. fees, misc., and other equipment to provide a complete "turn-key" project in the bid cost structure.

DESCRIPTION OF WORK

The proposed improvement is officially known as Crack Sealing Bituminous Pavement, using fiberized crack filling material. Work will consist of cleaning and sealing transverse, longitudinal and reflected cracks in the existing pavement not larger than 2 inches. The contractor shall furnish all labor, materials, tools, equipment, and incidentals necessary to furnish and apply fiberized crack filling material as specified herein.

MATERIALS

1. Hot poured sealer shall be an elastic type and shall comply with the requirements of LR 451.
2. Asphalt cement shall be PG 64-22.
3. Fibers should be cut short, Polypropylene Fibers meeting the properties listed below.

Length	mm:	8-12
Denier	:	13-16
Crimps	:	None
Tensile Strength, minimum,	MPa (psi)	275 (40,000)
Specific Gravity (typical)	:	0.91
Moisture Regain @70 F and 65% RH (typical)	%:	0.1

EQUIPMENT

1. Oil jacketed double wall kettle equipped with an agitator and separate thermometers for the oil bath and mixing chamber will be required. The unit shall also be equipped with a hot asphalt pump.
2. An air compressor capable of producing a minimum 90 p.s.i. at the end of the discharge hose will be required. If installed, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

CONSTRUCTION REQUIRMENTS

1. Routing will not be required.
2. The sealer shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose sealant. The joints and cracks shall be blown out with 90 p.s.i. compressed air. The blowing out operations shall be kept close to the sealing operations to prevent debris from being carried back into the cracks before sealing.
3. The sealant shall be pumped into the crack and onto the pavement and leveled using a banding wand tip attachment to form a band of sealant which is approximately two to five inches and a maximum of 1/8" thick.
4. If the pavement is wet at isolated locations due to lawn sprinkling, as the contractor is progressing along a street, the contractor shall bypass these wet spots and return at a later date after the Village has informed the resident to discontinue lawn sprinkling during the crack seal operation. If on the second pass, the areas are still wet, the areas shall be bypassed and the Village will again inform the residents to discontinue lawn sprinkling. The contractor will make a third pass at these locations. If after the third pass, wet locations are still found, they shall be bypassed and these areas will be considered complete in regard to this contract. No extra payment will be made for these second and third passes.
5. The Village shall have the right to direct the order of sequence of the work.
6. The contractor must coordinate his work, when requested by the Village, with any other construction work in progress in any given area.
7. Pavement along the curb and gutter joint shall not be sealed.
8. All materials used in construction will be certified as to type and quantity by ticket, invoice or other written means from the source of supply.

CONTRACTOR'S RESPONSIBILITY FOR THE WORK

The Contractor is solely responsible for the methods and manner of accomplishing safe work under this agreement including following all OSHA and IDOL regulations and requirements. The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules and regulations.

The contractor shall be solely responsible for damages/destruction to private and public property, including any/all utilities damaged during the duration of the contract resulting from neglect, misconduct, or omission in Contractor's manner/method of execution/non-execution of the work. Whenever public or private property is so damaged or destroyed, the contractor shall at his/her sole expense, restore such property to a condition equal, or better, to that existing before such damage or injury was done.

TRAFFIC CONTROL AND SAFETY

Traffic control must conform to the standards set forth in the MUTCD (Manual of Uniform Traffic Control Devices). Appropriate signage shall be posted for tree removal / tree work operations to alert motorists and pedestrians of hazardous conditions. The Contractor shall be responsible for furnishing, installing, maintaining, relocating and removing of all signs, signals, pavement markings, traffic cones, barricades, warning lights, flaggers, and other traffic control devices which are used for the purpose of regulating, warning or directing traffic during the any/all of the contractual work. The Contractor shall be responsible to maintain the appropriate signs/caution lights at all times throughout the duration of the contracted work. Traffic control and protection shall be considered incidental to the Contract, and shall be the sole responsibility of the Contractor.

*Workers shall be required to wear the appropriate personal protective clothing and equipment for roadway work as well as any/all as detailed in the **American National Standard for Arboricultural Operations - Safety Requirements [ANSI Z133-2012]**.*

PUBLIC SAFETY AND CONVENIENCE

1. The contractor shall conduct his work so as to insure the least possible interference with the use and operation of Villages residences. The convenience of the general public and the occupants of

land and buildings along and adjoining the improvement and the protection of person and property are of prime importance and shall be provided for by the contractor.

2. The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. Debris shall not be stockpiled or stored within the parkway or on the street pavement under any circumstances. Disposal of all spoil and/or surplus materials shall be considered incidental to this contract.

STREET SWEEPING

The Village will be responsible for initial street sweeping before the application of crack sealing material. It is, however, the responsibility of the contractor to assure the street surface is in acceptable condition before sealing. Any hand brooming or cleaning prior to application will be considered incidental to the "turn key" contract pricing.

PUBLIC PRE-NOTIFICATION

The contractor shall handle pre-notification to residences and businesses abutting the project. The notices will be delivered two to five days before the work on that street will begin. The contractor's representatives and Village staff will coordinate the pre-notification distribution with the application schedule.

The contractor shall not be allowed to solicit additional work from adjoining homeowners while working on the construction project.

WARRANTY

The contractor shall warranty that his work is free from defects in materials and workmanship for one year after the acceptance date of the project. Any such defects reported to the contractor shall be repaired by the contractor at his own expense, within 30 days of notification of the defect, weather permitting.

BILLING & RETAINAGE

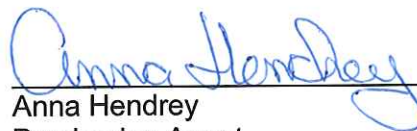
Partial payments will not be made on this contract/project. The contractor shall submit final waivers of lien covering all labor, materials, equipment, services, etc., prior to receiving final payment. The quantity of measured/calculated pavement crack sealing will be paid at the contract unit price per lineal foot.

CORRECTION OF WORK

Neither the final payment on this contract by the Village nor any provision in these contract documents shall relieve the contractor of the responsibility for failures of the sealant, due to negligence in the furnishing and installation of faulty materials or for faulty workmanship which occur within the guarantee period of one year from the final acceptance of the work performed under this contract nor of the responsibility of remedying such faulty workmanship and materials.



Rick Federighi
Director of Public Works

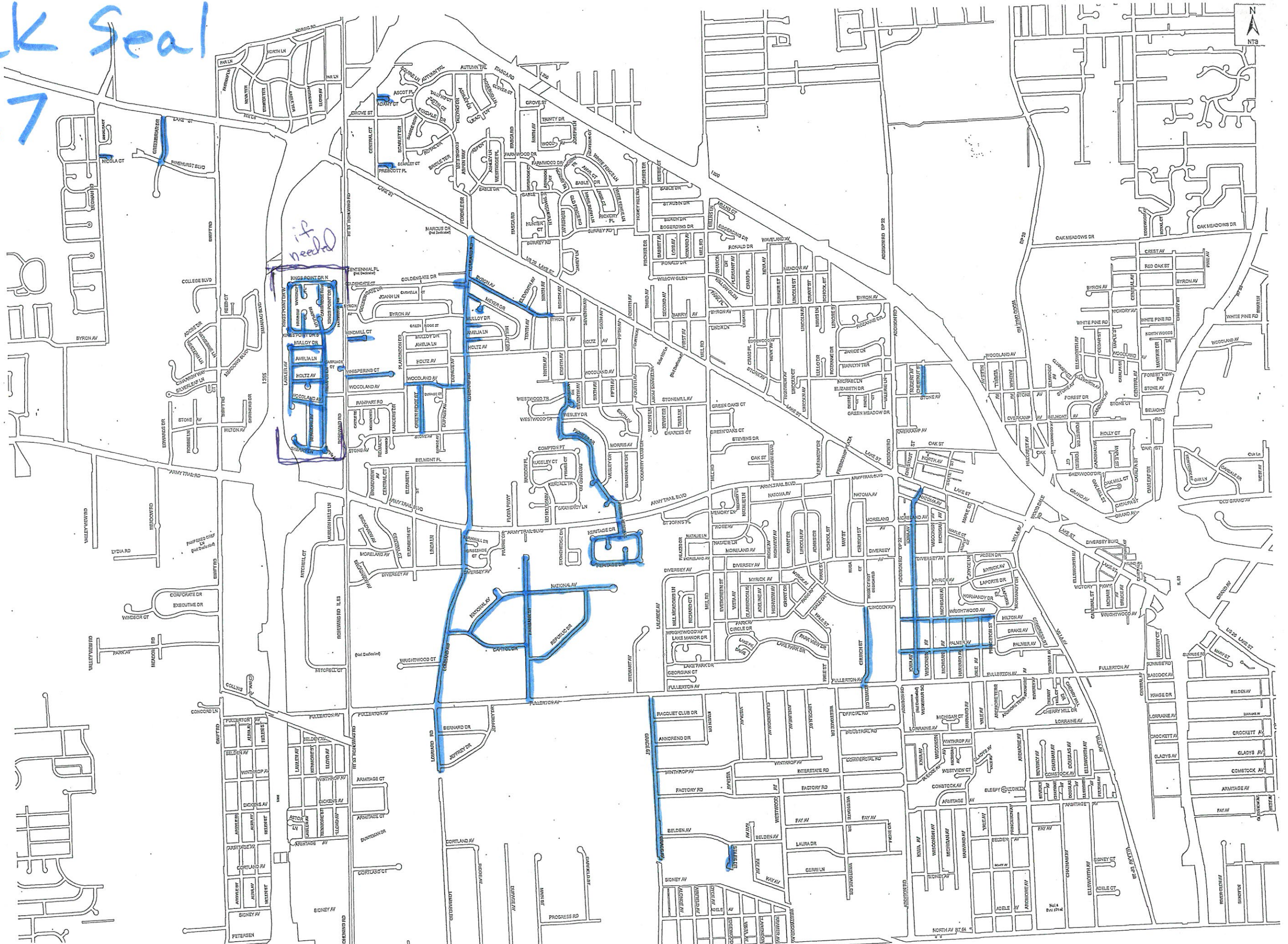


Anna Hendrey
Purchasing Agent

CRACK SEAL STREET INDEX 2017

STREET NAME	FROM	TO
Pioneer Dr.	Woodland Av.	Army trail
Iowa Av.	Lake St.	Dead end
Palmer Av.	Addison Rd.	Princeton Av.
Wrightwood Av.	Addison Rd.	Princeton Av.
Heritage Dr.	Army Trail	Army Trail
Byron Av.	Lombard Rd.	Ninth
Fairbank St.	Fullerton Av.	Cul-de-sac
Church St.	Fullerton Av.	Lincoln Av.
Green Ridge St.	Woodland Av.	Stone Av.
Woodland Av.	Lombard Rd.	Plamondon Dr.
Prescott Pl.	Central Ct.	Cul-de-sac
Meyer Dr.	Cul-de-sac	Cul-de-sac
Amelia Ln.	Lombard Rd.	50 ft. east
Mulloy Dr.	Lombard Rd.	50 ft. east
Meyer Dr.	Lombard Rd.	50 ft east
Nicola Ct.	Medinah Rd.	Cul-de-sac
Greenbriar Dr.	Lake St.	Pinehurst Blvd.
Lombard Rd.	Lake St.	Dead end
National av.	Capitol Dr.	Cul-de-sac
Adamy Ct.	Central Ct.	Cul-de-sac
Grace St.	Railroad tracks	Fullerton
Chestnut St.	4N120 Chestnut	Dead end
Capitol Dr.	Lombard Rd.	Fairbank St.
Republic Dr.	National	Fairbank St.
Windmill Ct.	53	Cul-de-sac
Whispering Ct.	53	Cul-de-sac
Carriage Ct.	53	Cul-de-sac
Stiles	Belden	Start of Cul-de-sac
Golden Gate	Lombard	50' west

Crack Seal 2017



**BIDDER'S PROPOSAL
VILLAGE OF ADDISON
2017 Crack Sealing Bituminous Pavement
BID NUMBER 17-3-6
Page 1 of 2**

Purchasing Department
Village of Addison
1 Friendship Plaza
Addison, IL 60101-2786

In accordance with your "Notice to Bidders, Conditions and Instructions to Bidders, and Specifications" for Bid 17-3-6, we will supply no later than _____ days (30 days, unless stated differently) after award of contract, said services:

Cost to Clean and Seal (over band sealing) per lineal foot is: \$ _____

Quantity (in feet) of cracks to be sealed (not less than): _____

Exceptions to bid, if any: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

BIDDER'S SIGNATURE: _____

PRIMARY CONTACT/TITLE: _____

BIDDER'S RESPONSE
2017 Crack Sealing Bituminous Pavement
BID NO. 17-3-6
Page 2 of 2

-Acceptance-

Date of Board of Trustee Approval: _____

VILLAGE OF ADDISON, a
Municipal Corporation

By: _____
Rich Veenstra, Mayor

ATTEST:

Lucille A. Zucchero, Village Clerk

Acceptance of a bid is not a binding contract. This bid becomes a contract binding upon the person, partnership or corporation, to provide services or equipment as specified, and the Village of Addison to accept these services or equipment, only when the Village approves a written contract by ordinance or motion.

**CONTRACT BETWEEN THE VILLAGE OF ADDISON
AND THE CONTRACTOR**

This Contract is made and entered into this day of , , by and between the Village of Addison, DuPage County, Illinois (the "Village") and

(hereinafter "Contractor"). For and in consideration of the Contract Sum, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Contract by this reference, with the same force and effect as if set forth at length herein:

- A. This Contract, including all Exhibits and attachments;
- B. Project Plans and Technical Specifications, including General Conditions and any Special Conditions;
- C. Notice Inviting Bids;
- D. Instructions to Bidders;
- E. Bidder's Proposal;
- F. Bidding Form; and
- G. Bidding Addenda Nos. (if any)

2. SCOPE OF WORK

Within the time for completion set forth in the Contract Documents and for the stated Contract Price, the Contractor shall perform and provide all necessary labor, services, supervision, materials, tools, equipment, apparatus, facilities, supplies, tools, permits, supervision, utilities and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

[Insert Project Name] 17-3-6 Crack Sealing Bituminous Pavement

3. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the Village shall pay Contractor in accordance with the unit prices payable as set forth in the Contract Documents ("Contract Price").

4. COMPLETION DATE

The Contract Work shall be completed on or before Per Bid Specifications, 20 .

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

[Contractor]

By: _____
An Authorized Signatory

Date: _____

VILLAGE OF ADDISON

By: _____
Mayor

Date: _____

**VILLAGE OF ADDISON
GENERAL TERMS AND CONDITIONS**

The following conditions apply to all purchases or services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

1. Non-Discrimination In Employment - The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall not commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". The Contractor is referred to Ill-Rev. Stat. (1961) Ch. 48, paragraph 851 et seq. The contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contracts and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

2. Prevailing Wages (if applicable) – The Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act") requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less that the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act to the extent applicable, *including but not limited to*, all wage, notice and record keeping duties."

"IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

The most recently ascertainable Prevailing Wage Rate Determination for Dupage County is attached to and incorporated in the Contract Documents. Revisions of the following prevailing wage rates are made periodically by the Illinois Department of Labor. As required by the Wage Act any and all such revisions supersede the Public body's June determination. Bidders, contractors and subcontractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor/subcontractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material

obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.”

To the extent that federal funds are used to fund the project, the Davis-Bacon Act may be applicable.

3. Removal or Suspension of Bidders - The Purchasing Department may remove or suspend any bidder from the opportunity to bid for a specified period not to exceed two (2) years. The vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract’s specified time;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Addison and is financially involved in the proposed work.

4. To Rescind a Removal or Suspension – The bidder may submit a written explanation of the circumstances which caused the removal or suspension, or may prove that circumstances have been corrected; on the basis of such explanation, the Purchasing Department may modify or rescind the removal or suspension.

5. Compliance to Law
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposals or the performance of this contract.
 - b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupational Safety Hazards Act (O.S.H.A.).

CONDITIONS FOR BIDDING

1. Bid Definitions

- a) Bidding documents include the advertisement of invitation to bid, instructions to bidders, the bid form and the proposed contract documents including addenda issued prior to the receipt of bids.

b) Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

2. Bid Form – The bid shall be submitted on the bid form that has been provided. This form shall be completed properly and signed in ink. The bid form shall be submitted in a sealed envelope addressed to the Village of Addison and shall be identified with the bid number.

3. Late Bids – Formal bids received after the specified bid opening time will not be considered and will be returned unopened.

4. Withdrawal of Bids – A written request for withdrawal is required to withdraw a bid. It must be received prior to the bid opening. After the bid opening, a bid becomes a legal document and an integral part of the bid and may not be withdrawn. Requests to withdraw bids are to be directed to the attention of the Village Purchasing Agent:

Attn: Anna Hendrey
Village of Addison
1 Friendship Plaza
Addison, Illinois 60101

5. Examination of Bidding Documents – Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he be in doubt as to their meaning, he shall at once, and in any event not later than ten (10) days prior to the bid due date, notify the Purchasing Agent, who will, if necessary, send written addenda to all potential bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Agent, Anna Hendrey, 630-693-7507 or ahendrey@addison-il.org. After bids are received, no allowance will be made for oversight by the bidder.

6. Mistake in Bid and Bid Changes – No bid may be modified after submittal; however, if an error is made in extending a total price, the unit price will govern. Erasures on the bid form must be initialed by the bidder.

7. Bid Binding – Unless otherwise specified, all bids shall be binding for sixty (60) working days following the bid opening date.

8. Changes in Contract Documents – Changes or corrections may be made by the Village in the contract documents after they have been issued and before bids are received. In such case, a written Addendum describing the change or corrections will be issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to reach the bidders at least four (4) days prior to date established for receipt of bids.

9. Bid Attachments – Bidders may attach to the bid form any descriptive material necessary to fully describe the work he proposes to furnish.
10. Bidder's Competence – All bidders shall attach a list of current references to their bid form. In addition, the Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305.
11. Bid Opening – At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
12. Bid Award – The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and/or reject part(s) of any or all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.
13. Hold Harmless Agreement – All bidders must sign and notarize the attached Hold Harmless agreement.

AWARD OR REJECTION OF BIDS

1. Award or Rejection – Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The ability and skill of the bidder's personnel who will perform the services;
 - b) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt completion of the Village's work;
 - d) The financial resources of the bidder;
 - e) Case discounts offered;
 - f) Quality, utility, suitability of work or material; the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - g) Direct, indirect and incidental costs to the Village;
 - h) Prior work completed by the contractor for the Village.
2. Notice of Award – A signed contract mailed to the successful bidder within the time specified for acceptance shall be the binding contract.

CONTRACT PROVISIONS

1. Subletting of Contract – If any portion of the work is to be sublet, the bidder shall submit in writing to the Village for their approval, the name of the subcontractor, the portion of the work to be done, and the value of the subcontract. Any and all subcontractors shall be bound by the contract to the same terms as the general contractor. Prior to commencing work, subcontractors must place on file with the Village a certificate of insurance as outlined “Insurance”.

Except as set forth hereinabove, no contract shall be assigned or any part of the same subcontracted without the written consent of the Village, but in no case shall such consent relieve the contractor from his obligation or change the terms of the contract. The contractor shall not transfer or assign any contract funds or claims due, or to become due, without the written approval of the Village having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due, or to become due, the contractor, shall cause the annulment of said transfer or assignment.

2. General Independent Contractor Clause – This agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the contractor will be an independent contractor and not the Village’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Illinois revenue and taxation law, the Illinois worker’s compensation law, and the Illinois unemployment insurance law. The contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the contractor’s activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the Village, and the Village will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

3. Equipment and Shop Drawings – When equipment requires installation, bidder shall submit detailed shop drawings to the Village Manager or his designee, for his approval. Drawings shall show the characteristics of equipment and installation details.

4. Village Supervision – The Village Manager, or his designee, shall have full authority over the contracted work. He will interpret specifications in the event of a dispute. He will order cessation of work for poor performance. Any work performed after order to stop will not be paid for. He shall oversee the work but not the supervision and/or training of workers. He may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as “additional work”.

5. F.O.B. – All prices must be quoted F.O.B. Addison, Illinois. Shipments shall become the property of the Village after delivery and acceptance.

6. Delivery Schedule – Bid items must be delivered within thirty (30) days from the date of execution of the contract unless a specific delivery date is stated on the bid. Contract may be cancelled without obligation by the Village if delivery requirements are not met. If said contract is not cancelled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday through Friday, excluding Village holidays, between the hours of 8:00 am and 4:00 pm. Contractor is expected to ship in full truckload quantities within said thirty (30) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

7. Delivery – Bid price shall include delivery as indicated herein.

8. Default – The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

a) If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof; or

b) If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) calendar days (or such other period as the Village may authorize in writing) after receipt of notice from the Village specifying such failure.

In the event the Board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

9. Alternate Materials or Equipment – Where specifications read “or approved equal”, contractor shall direct a written description to the Purchasing Agent for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer’s catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless “No Substitutes” is specified. When offering alternatives, they must be identified by brand name and catalog number. In addition, the manufacturer’s literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

10. Bidder’s Access to Procurement Information – All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

11. Acceptance – Contracted work will be accepted by our Board of Trustees when the appropriate Village department, by going through the proper committee, certifies that all work was completed in accordance with the specifications.

12. Payment

a) For services or merchandise ordered by purchase order, payment will be made to a vendor provided the service or merchandise has been properly tendered to and accepted by the Village.

b) With respect to other purchases, depending on the circumstances, Waivers of Lien and/or original title documents or bills of sale may also be required before payment can be made.

c) NO partial payments will be made by the Village unless agreed upon in writing between the Village and the Vendor/Service Provider.

d) Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the first and third Mondays of the month.

13. Reorders – Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14. Guarantees and Warranties

a) All material, workmanship, services and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for a period of time specified in the bid documents, based on the date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no additional charge to the Village.

b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15. Changes/Additional Services/Deletions – Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed to with the agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16. Change Order Authorization – No change orders, which would increase the price of the contract by more than \$5,000.00, shall be permitted without the prior approval of the Board of Trustees of the Village of Addison. Any requests for change orders shall first be submitted to the administrating department within five (5) days, who shall promptly thereafter forward any change orders, requiring Village Board approval, to the Board. No work pertaining to said change orders shall proceed without Board approval.

17. Insurance – Contractor shall maintain all necessary and proper insurance for the duration of the work to be performed, including comprehensive general liability insurance and property damage insurance and workers compensation insurance, as well as automobile liability insurance. Successful bidder must be covered for the following requirements prior to receiving a contract with the Village:

- a) Comprehensive general liability..... \$1,000,000
General Aggregate..... \$2,000,000
- b) Automobile Liability
per person..... \$1,000,000
per occurrence..... \$2,000,000
- c) Workers Compensation..... State of Illinois
Statutory Limits
- d) Errors and Omissions
(Engineering or Architectural only) Legal Limits

The bidder’s insurance policies, as outlined above, shall provide coverage to the Village of Addison for any and all claims arising out of the contractual obligation; further the Village’s policies shall name the Village of Addison as primary non-contributory additional insured, and with original endorsements affecting coverage required by this clause. The Village reserves the right to request full certified copies of any insurance. Policy coverage shall contain no special limitations on the scope of protection afforded to the municipality, its agents, employees, or volunteers. Evidence of coverage must be presented to the Village, with bid, as provided in the bid specifications.

Coverage shall state that contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought. Any failure to comply with reporting provisions or any policy shall not affect coverage provided to the municipality, its agents, or employees.

If this insurance is written on the Comprehensive General Liability Policy Form, the certificates shall be ACORD25, Certificate of Insurance. If this insurance is written on a Commercial General Liability Policy Form, ACORD 25-S form will be acceptable. In Form ACORD 25 and 25-S, strike out (delete) in the cancellation provision, the following words: “Endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”.

It is mandatory for the Village Manager, or his designee, to be notified if the CONTRACTOR fails to pay the premium for the above-required coverages.

Insurer shall agree to waive all rights of subrogation against the municipality, its agents, and employees.

The insurance carrier of the bidder shall provide a minimum of thirty (30) days written notice to the Village Manager, or his designee, before insurance limits and scope of coverage are materially altered or insurance protection is cancelled.

All insurance Contracts must maintain a Best’s rating of **A: Class VI** or better.

No contract shall be approved by the Village, nor shall the contractor commence any work under this contract until he has submitted evidence of compliance with the above-insurance requirements.

18. Subcontractors – Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated under “Insurance”.

19. Removal of Spoils/Debris – When work involves spoils and/or debris which is not hauled or removed by vendor’s own equipment, a private scavenger must be used. **The Village requires the use of Republic Services, Inc., exclusively.**

20. Contract Termination – The contract may be terminated by the mutual agreement of both parties, upon written request. Said termination will take effect no more than thirty (30) days after acceptance of request.

The Village reserves the right to extend any and all contracts based on mutual, written agreement between the vendor and the Village.

Should this contract be on a multi-year basis, all years, after the initial one, will be contingent upon subsequent funding by the Village Board. At all times, written notice will be given to vendor prior to such actions.

21. Liquidated Damages – The time of completion of the delivery of these materials in the essence of this contract. Should the contractor neglect, refuse, or fail to complete the contract, after giving effect to extensions of time, if any herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Village shall have the right to deduct from and retain out of such monies which may then be due, or which may become due and payable to the contractor the sum of \$250.00 per day for each and every day that such contract is delayed in its completion beyond the estimated time, as liquidated damages and not as penalty. If any such monies are due and owing to the Village after such deductions, liquidated damages shall not relieve the contractor or his sureties from any other obligations under this contract..

22. Internet Viewing – All items that are currently available for bid will be posted on the Village of Addison website www.addisonadvantage.org. By registering on the Village’s website, bidders may view and download the bid documents. Addendums, if issued, will be posted on the website. It is the responsibility of the vendor to view said site prior to bid submittal to insure review of all current specifications and/or addendas, if any.

NOTE: No bids shall be accepted via e-mail (see item #2, Bid Form under “Conditions and Instructions to Bidders”).

The party authorized to execute the above certification is the Village of Addison.

**VILLAGE OF ADDISON
CONTRACTOR'S CERTIFICATION**

(1) Pursuant to P.A. 85-1295 (720 ILCS 5/33E-1 *et seq.*) the undersigned contractor hereby certifies to the Village of Addison that the contractor is not barred from bidding on the contract as a result of violation of either Section 33 E-3 or 33-4 or that Act.

(2) The contractor further certifies that the contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that Agreement.

Dated: _____

(Company)

(Mailing Address)

(Area Code) (Phone Number)

Primary Contact (Signature), Title

**VILLAGE OF ADDISON
FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED CONTRACT FORM. NO CONTRACTS WILL BE ACCEPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE CONTRACT.

(Name)
being first duly sworn, deposes and says that he/she is the

(Title)

of _____
(Name of Company)

and that he/she has authority to make the following affidavit; that he/she has knowledge of the Village of Addison Bid Specifications and Documents relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that it is the policy of

(Name of Company)

to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, color, creed, religion, age, sex, or physical or mental handicap; and that the Company has and enforces policies which prohibit sexual harassment in the workplace.

(Signature)

SUBSCRIBED and sworn to before me this _____ day of _____, _____

(Notary Public)

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of

investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

**VILLAGE OF ADDISON
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE**

_____, being
(Bidder's Name)

first duly sworn, deposes and says:

That he/she is _____ of
(Partner, Officer, Owner, etc.)

(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

(Name of Bidder, if Bidder is an Individual)
(Name of Partner, if Bidder is a Partnership)
(Name of Officer, if Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and sworn to

This _____ day of _____, _____.

Bidder's Name _____

(Notary Public)

**VILLAGE OF ADDISON
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Addison, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Addison, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result in therefore, except that arising out of the sole legal cause of the Village of Addison, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Addison, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expresses, understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Addison, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor, by virtue of this contract as shall be considered necessary in the judgment of the Village of Addison may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that extent shall have been furnished to the satisfaction of the Village of Addison.

CONTRACTOR:

ATTEST:

(Notary Public)

REFERENCES-GENERAL

1. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

2. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

3. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

4. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

5. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

REFERENCES-PUBLIC BODY

Please list all Public Bodies you have performed work for in the last five years.

1. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

2. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

3. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

4. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

5. Name: _____
Address: _____
Telephone #: (Area Code) _____
Contact: _____

Bidder Contact Information

**PLEASE LET US KNOW WHO WE SHOULD CONTACT
REGARDING THIS BID.**

Please attach business card here

**IF YOU DO NOT HAVE A BUSINESS CARD, PLEASE TYPE YOUR
INFORMATION BELOW:**

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Name of Contact Person: _____

Title: _____ Phone Number: _____

E-mail: _____

**VILLAGE OF ADDISON
PROOF OF INSURABILITY**

PROPOSAL SUBMITTED BY:

(Contractor's Name)

(Address)

I, being duly sworn, do hereby acknowledge that I have read the insurance specifications herein and agree that the above bidder is eligible for insurance per the aforesaid specifications.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signed: _____
(Authorized Agent)

Date: _____

Insurance Company: _____

Address: _____

(Notary Public)

**VILLAGE OF ADDISON
CERTIFICATE OF INSURANCE/EXPLANATION**

An original Certificate of Insurance form must be followed as shown, with no exceptions.

1. The companies affording coverages are shown with their complete name.
2. The policy numbers and dates are correct.
3. The verbiage in the “Cancellation” box is crossed out.
4. The “Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions” box on the form has the exact verbiage as on the example.
5. Carriers must maintain a Best’s rating of “A” with a “**Class VI**” or better.
6. Insurance coverage shall be in force for the duration of said project.
7. Subcontractors are to comply with all above requirements.

If you have any questions regarding the above, please contact the Village Purchasing Agent at (630) 693-7507.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY:	EA ACC \$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
C	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insureds are added to the GL primary/noncontributory w/respect to work performed by the named Insured as required by signed written contract/agreement: Village of Addison

CERTIFICATE HOLDER	CANCELLATION
Village of Addison 1 Friendship Plaza Addison, IL 60101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE

**VILLAGE OF ADDISON
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to “30 ILCS 580/1 et seq. (“Drug-Free Workplace Act”), the undersigned contractor hereby certifies to the Village of Addison that it will provide a drug-free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor’s workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employees that, as a condition of employment on such contract or grant, the employee will abide by the terms of the statement: and

B. Notify the Village of Addison of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

1. Establishing a drug-free awareness program to inform the employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The contractor’s policy of maintaining a drug-free workplace.
 - c) Any available drug counseling rehabilitation and employee-assistance program.
 - d) The penalties that may be imposed upon employees for drug violations.
2. Making it a requirement to give a copy of the statement required by subsection (A-3) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
3. Notifying the Village of Addison within 10 days after receiving notice.
4. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by “the Drug-Free Workplace Act”.
5. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in the “Drug-Free Workplace Act”.

Contractor’s Signature

Date

(Notary Public)

Village of Addison

Certified Payroll for Public Works Projects

Dear Contractor/Subcontractor,

As you may know, the Governor signed into law Public Act 94-0515 amending the Prevailing Wage Act. Effective August 10, 2005, all contractors and their subcontractors who are engaged in public works project must provide a certified monthly payroll report either in person, by mail or electronically for our records.

Please refer to the attached exhibits.



Village of Addison

Wage Rates

Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid to each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with 820 ILCS 130/1 et seq., as now existing or hereafter amended.

In accordance with 820 ILCS 130/5, The Contractor and each subcontractor shall make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection for the records to the Village, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

See, Certified Payroll forms and instructions attached.



**Village of Addison
Contractor/Subcontractor
VILLAGE OF ADDISON
Contractor/Subcontractor
Monthly Report Cover Sheet**

Contractor/Subcontractor

Name: _____

Project Description - Bid number of physical description and/or area where work is
being done: _____

Dates of Work Covered By this Report:

Name of the Person Making the Report:

Telephone Number:

Reporting Person's Title:

All reports here-in are to be forwarded to:

**Attn: Roseanne Benson, Finance Director
Village of Addison
1 Friendship Plaza
Addison, IL 60101
630-543-4100**

*** The attached reports are to be in complete compliance with the Illinois
Consolidated Statute 820.I.L.C.S. 130/5.**



**INSTRUCTIONS FOR COMPLETING IDOL'S CERTIFIED TRANSCRIPT OF PAYROLL FORM.
THIS FORM MUST BE COMPLETED AND SUBMITTED FOR ALL WORK ON PROJECTS
COVERED BY THE PREVAILING WAGE ACT.**

1. Complete all items contained on the form pertaining to the project.
2. Please note that pertinent information is required on the second sheet including the full legal and correct name of the contractor/subcontractor as well as fringe benefit information where contributions are not made to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act. It is **IMPERATIVE** that the **AFFIDAVIT** information on page 2 be completed in its **ENTIRETY** including **SIGNATURE**. The second sheet including affidavit must accompany every certified transcript of payroll.
3. Please note that **ALL** hours worked during the week (**Prevailing Wage "PW"** and **Non Prevailing Wage "N"**) have to be recorded.
4. If a contractor pays into a fringe benefit fund for such fringe benefits as health insurance, pension, 401(k), and/or vacation fund, for which the contractor/subcontractor wants to take credit and the fund is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, place the letter **"F"** behind the hourly rate. If contributions for fringe benefits for which you seek credit are not paid to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, then 1) the name and address of the benefit fund, 2) the plan sponsor of each benefit if applicable, and 3) the plan administrator of each benefit must be included on the certified transcript of payroll in the place indicated on page 2.
5. If a contractor/subcontractor wants to take credit for contributions for fringe benefits and contributions are not made on a per hour worked basis for all hours worked, then the contractor must convert the rate of contribution to an annualized per hour rate for purpose of reporting. The annualized rate is calculated by dividing the total amount of contributions by the total hours worked (including all hours worked both prevailing and non prevailing wage work) during the twelve month period ending with the month preceding the month in which the work was performed for which the certified transcript of payroll is being completed. If employees make co-payments for benefits, the contractor/subcontractor's contributions cannot include the employee co-pays in the calculation. The only amount that may be included in the calculation of the contractor's contributions is the net amount (amount of contractor contribution not including employee co-pays).
6. Credit for fringe benefits cannot exceed the sum of the hourly rate of all the fringe benefits set forth in the schedule for the appropriate classification and amounts in excess of the total cannot be used as an off-set to the required amount to be paid in wages.
7. Contributions for training may only be credited where the contributions are made to apprenticeship and training programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training. An apprentice rate where applicable may only be paid for those persons in programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.
8. The items requested under the heading, "Contract Information", help to correctly identify the project. If a Contract or Project Number is not known please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.
9. No later than the 15th of each calendar month following a month in which construction on the project has occurred, a contractor/subcontractor must file a certified payroll with the public body in charge of the project.
10. The contractor/subcontractor must maintain the original copies of all Prevailing Wage and Non-Prevailing Wage time and payroll records required under the Prevailing Wage Act and which will verify the information contained in this form for a period of five years.

You are invited to visit IDOL'S web site at <http://labor.illinois.gov> for more detailed information regarding application of the Prevailing Wage Act.

PLEASE NOTE: THE SUBMISSION OF FALSIFIED CERTIFIED TRANSCRIPT OF PAYROLL IS A CRIMINAL OFFENSE. IN ADDITION FILING A FALSIFIED CERTIFIED PAYROLL CONSTITUTES A VIOLATION OF THE PREVAILING WAGE ACT AND THE SUBMISSION OF FALSE RECORDS AND/OR THE FAILURE TO MAINTAIN THE RECORDS REQUIRED UNDER THE ACT CAN RESULT IN A NOTICE OF VIOLATION AND SUBSEQUENT DEBARMENT ON ALL PUBLIC WORKS FOR A PERIOD OF UP TO FOUR YEARS.

Certified Transcript of Payroll

IDOL Case File Number: _____ Payroll Start: _____

Payroll End: _____

Contractor and/or Subcontractor

Public Body Information

_____ (Contract Number)	_____ (Company Name)	_____ (Contact Name)
_____ (Project Number)	_____ (Street Address)	_____ (City)
_____ (Project Location)	_____ (State) _____ (Zipcode)	_____ (Telephone Number)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number	PW	* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
		SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
	N													
	Labor Classification: _____ Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													
	N													
	Labor Classification: _____ Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													
	N													
	Labor Classification: _____ Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

***PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked**



Certified Transcript of Payroll

AFFIDAVIT

Weekly Statement of Compliance

Date: _____

I, _____,
(name signatory party)
_____, do
(Title)

hereby state: that I pay or supervise the payment
of the persons employed on the public works
project _____;

(name of project)

that during the payroll period commencing on the
_____ day of _____,
(day) (month) (year)

all persons employed on said project have been
paid the full weekly wages earned, that no
rebates have been or will be made either directly
or indirectly to or on behalf of said

(name of contractor or subcontractor)

from the full weekly wages earned by any person,
and that no deductions have been made either
directly or indirectly from the full weekly wages
earned by any persons, other than permissible
deductions as defined by Federal and/or State
Law. I further certify that this payroll is correct
and complete; that the wage rates contained
therein are not less than the actual rates herein
stated and that the classification set forth for each
laborers or mechanic conform to the work he/she
performed.

Signature

Digital Signature _____

FRINGES

Health Fund _____

Health Address _____

Health Sponsor _____

Health Admin _____

Pension Fund _____

Pension Address _____

Pension Sponsor _____

Pension Admin _____

401(k) Fund _____

401(k) Address _____

401(k) Sponsor _____

401(k) Admin _____

Vacation Fund _____

Vacation Address _____

Vacation Sponsor _____

Vacation Admin _____

SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract
of billing, or other pertinent information.

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

ORDINANCE NO. O-16- 27

PREVAILING WAGE ORDINANCE

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 anyone under contract for public works," approved June 26, 1941, as amended (820 ILCS 130/1 *et seq.*), hereinafter referred to as the "Act"; and

WHEREAS, the aforesaid Act requires that the Board of Trustees of the Village of Addison investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works for said Village; and

WHEREAS, pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution of 1970 and Section 5 of the Intergovernmental Cooperation Act, the Village of Addison, Addison Library District, Addison Fire Protection District, Addison Park District, Addison School District #4, the DuPage Area Occupational Education System, and DuPage High School District 88, and other interested public bodies (the "Agencies") advertising in the Liberty Suburban Chicago Newspapers, a newspaper of general circulation within the territory of said public bodies, have determined that it is in their best interests to publish collectively the notice required by the Act;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: 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 anyone 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 the construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of July 1, 2015, 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 Village. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION TWO: 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 the Village to the extent required by the aforesaid Act.

SECTION THREE: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION FOUR: The Village Clerk 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 workers whose wages will be affected by such rates.

SECTION FIVE: The Village Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

SECTION SIX: The Village hereby determines that it is in the best interest of the Agencies to publish the notice herein required in cooperation with the Agencies in the Liberty Suburban Newspapers, a newspaper of general circulation within the territory of said public bodies and hereby directs the Clerk to cause to cause same to be done, and such publication of this Ordinance shall constitute notice that the determination is effective and that this is the determination of this public body.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 20th day of June, 2016.
AYES: Trustees Hundley, Kuczyński, Layne, Lynch, Mr. Dermott & Theodore
NAYS: None
ABSENT: None
APPROVED THIS 20th day of June, 2016.
Richard J. Santoro
MAYOR

ATTEST:

Lucila A. Zucchero
VILLAGE CLERK

JM\584374\5/5/16

Published on 6/21/16.

Du Page County Prevailing Wage for July 2015

(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		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880

ROOFER		BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SPRINKLER FITTER		BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	E	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W	ALL	45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
STONE MASON		BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER		NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97 9.930 0.000 0.500
TERRAZZO FINISHER		BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON		BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON		BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR		HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER		ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

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

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial 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.

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; 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; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar

type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; 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; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, 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.; 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; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT
CERTIFICATION**

_____,
being

first and duly sworn, deposes and says:

That he is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

The undersigned hereby agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.

(Name of Contractor, if Contractor is an Individual)
(Name of Partner, if Partner is a Partnership)
(Name of Officer, if Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and sworn to

This _____ day of _____, _____.

By _____

(Notary Public)

**VILLAGE OF ADDISON
CONTRACTOR AND SUBCONTRACTOR
SUBSTANCE ABUSE PREVENTION POLICY**

Pursuant to P.A. 95-0635 (the “Substance Abuse Prevention on Public Works Act”), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

VILLAGE OF ADDISON

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the (Name of public body) as follows:

[Complete either A or B below]

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative