

VILLAGE OF VERNON HILLS

ORDINANCE 2018-054

AN ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST YEAR CONTRACT  
RENEWAL WITH PATRIOT PAVEMENT, INC. FOR THE 2018 CRACK SEALING  
PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,000

THE 17th DAY OF APRIL 2018

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
20th Day of April, 2018

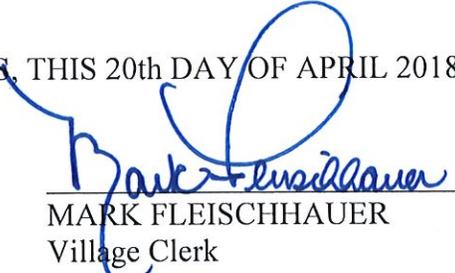
STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON APRIL 17, 2018, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE 2018-054 - ORDINANCE 2018-054 AN ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST YEAR CONTRACT RENEWAL WITH PATRIOT PAVEMENT, INC. FOR THE 2018 CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,000

THE PAMPHLET FOR ORDINANCE NO. 2018-054, INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED APRIL 17, 2018 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 20th DAY OF APRIL 2018

  
\_\_\_\_\_  
MARK FLEISCHHAUER  
Village Clerk



AFFIDAVIT OF SERVICE

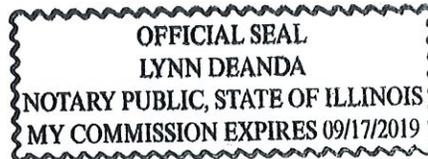
STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2018-054 - ORDINANCE 2018-054 AN ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST YEAR CONTRACT RENEWAL WITH PATRIOT PAVEMENT, INC. FOR THE 2018 CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM APRIL 20, 2018 TO APRIL 30, 2018.

  
\_\_\_\_\_  
MARK FLEISCHHAUER  
VILLAGE CLERK

SUBSCRIBED AND SWORN TO BEFORE  
THIS 20<sup>th</sup> DAY OF APRIL, 2018

  
\_\_\_\_\_  
Notary Public



**VILLAGE OF VERNON HILLS  
ORDINANCE 2018-054**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST YEAR CONTRACT  
RENEWAL WITH PATRIOT PAVEMENT, INC. FOR THE 2018 CRACK SEALING  
PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,000**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village is responsible for maintaining all Village-owned properties, and Village rights of way (ROWs); including public streets; and

**WHEREAS**, to do so efficiently and effectively, the Village contracts out crack sealing services to be performed on various public streets on an annual basis; and

**WHEREAS**, Ordinance 2017-025 awarded the 2017 Crack Sealing Program bid to Patriot Pavement, Inc. for an amount of \$30,000; with the option to renew said contract; and

**WHEREAS**, said contract will be renewed with Patriot Pavement, Inc. for the 2018 Crack Sealing Program for an amount of \$30,000; and

**WHEREAS**, \$30,000 is available within the FY2018-19 budget account (0209059-550050) for said work; and

**WHEREAS**, expenditures over \$20,000 require Board of Trustees approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all required documents for the 2018 Crack Sealing Program with Patriot Pavement, Inc. for a price not to exceed \$30,000.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Patriot Pavement, Inc. in an amount not to exceed \$30,000.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

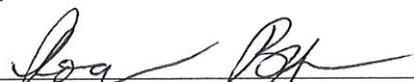
**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2018-054.

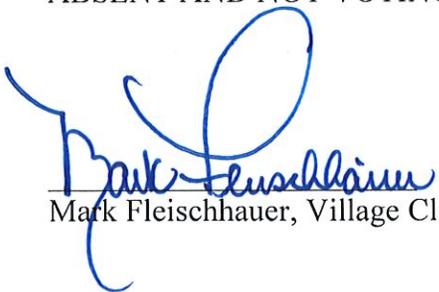
Dated this 17<sup>th</sup> day of April 2018  
Adopted by roll call votes as follows:

AYES: 5 – Oppenheim, Hebda, Schultz, Marquardt, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

  
\_\_\_\_\_  
Roger L. Byrne, Village President

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk



**Village of Vernon Hills**

Contract Document For

**2018 Crack Sealing Program  
1st Year Renew**

Contract Commence Date: .....September 10, 2018  
Contract Completion Date: .....October 12, 2018

Obtain information from and submit bids to:

David H. Brown, P.E.  
Director of Public Works  
Village Engineer  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061  
(847) 367-3726

A handwritten signature in black ink, appearing to read "D.H. Brown", written over a horizontal line.

David H. Brown, P.E.  
Director of Public Works  
Village Engineer  
Date: January 22, 2018

# INSTRUCTIONS TO BIDDERS

## 1. Scope of Work

This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement.

## 2. Specifications

The applicable sections of the Village Development Ordinance and the "Standard Specifications for Road and Bridge Construction," (SSRBC) State of Illinois, Department of Transportation, adopted April 1, 2016, together with approved supplemental specifications, also referred to as "Standard Specifications" for those items except as modified herein are incorporated by reference into the specifications, shall govern the work specified.

## 3. Plans

The work shall be done in accordance with the specifications entitled "**2018 Crack Sealing Program**". The successful bidder will be given a map showing the various locations throughout the Village where the repairs will be needed.

## 4. Examination of Site

Should have any questions, you may contact the Vernon Hills Engineering Department at (847) 918-3591. Bidders must examine and arrive at their own conclusions regarding the nature of the project. The Contractor agrees that he shall neither have nor assert against the Village or Engineer any claims for damages, for extra work, or for the relief from any obligation of this Contract based upon failure by the Village to furnish information in the Village or Engineer's possession.

## 5. Submittal of Bids

Work under this project is defined on the Form of Proposal. The Owner reserves the right to reject any or all bids.

The quantities mentioned are approximate only and are subject to increase or decrease. The Contractor's compensation will be based on the actual quantities as measured in place and finally determined multiplied by the unit prices shown in the Schedule of Prices.

The unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. In the event of discrepancies between the gross and sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

The Owner reserves the right to extend or reduce the improvement or otherwise alter it by extras or deductions including the elimination of one or more items.

Prices submitted shall be firm unit prices. Each proposal shall be independent and subject to acceptance or rejection without qualification. Each bidder's proposal shall cover complete work described in the Contract Documents including costs incidental thereto.

#### **6. Basis of Award**

After tabulating all Bids in conformance with the Documents, award of Contract will be made to the lowest responsible bidder, as determined by the Village of Vernon Hills, whose bid conforms to the Invitation to Bid.

The Village of Vernon Hills may reject any or all of the Bids, on any basis and without disclosure of reason. The Village of Vernon Hills reserves the right to waive all technicalities. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any successful bidder against the Village of Vernon Hills.

By submitting a Bona Fide Bid, all Bidders agree to accept these conditions irrespective of who the successful bidders are.

#### **7. Requirement of Contract Bond**

Upon notice of acceptance of his Proposal, the successful Bidder shall, within ten calendar days of said notice, furnish to the Village of Vernon Hills a faithful Performance and Payment Bond in the full amount of the Contract, conditioned upon the faithful performance of all covenants, conditions, and stipulations under the Contract. The bond shall be secured by a surety company acceptable to the Village and having a minimum Best's rating of A as found in the current edition of Best's Key rating Guide.

#### **8. Execution of Contract**

The contract shall be executed by the successful bidder and returned within ten calendar days after the contract has been mailed to the bidder. The contract with the Village shall be on the form furnished with these documents for the performance of work awarded to him. And simultaneously he shall provide the appropriate bond and insurance required hereunder.

#### **9. Commence and Completion Date**

All work on this project is to commence on September 10, 2018 and be completed by October 12, 2018.

#### **10. Failure to Complete Work on Time**

Should the contractor fail to complete the work within the time stipulated in the Contract, the Contractor shall be liable to the Village of Vernon Hills in an amount of \$375 deduction, not as a penalty but as liquidated damages, for each calendar day of overrun in the Contract time.

## **11. Equal Employment Opportunity**

In the event of the Contractor's noncompliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

## **12. Prevailing Wages**

All laborers, mechanics and other workers employed in performance of the contract will be paid not less than the prevailing rate of the hourly wages for work of a similar character on public works in the County of Lake as set forth in the Village Prevailing Wage Ordinance, No. 2017-079, as enacted June 6, 2017 and amended by HB-1855 (PA 095-0635) of the Prevailing Wage Act to require public works contractors, before work commences, to file certification with public bodies that they have substance abuse and drug testing programs. The Act applies to contracts to perform work on a public works project for which bids are opened on or after January 1, 2008. A copy of which is attached hereto and made a part hereof. The contractor and each subcontractor shall submit in person, by mail, or electronically a certified payroll to the Village of Vernon Hills. The certified payroll shall consist of a complete copy of the 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 of classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be submitted on a monthly basis and 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 by this Act; 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.

## **13. Non-Waiver of Rights**

No delay or failure by either party to enforce any of the provisions of the contract or to exercise any right therein granted shall be deemed a waiver thereof or limitation in any respect on the right of either party then and thereafter to enforce all provisions of this contract and to exercise any such right.

## General Requirements

### 1. Definitions

The following definitions where applicable shall replace those contained in Section I of the Standard Specifications.

*"Bidder"* shall mean an individual, firm, co-partnership or corporation, or combination thereof, submitting a proposal for the work contemplated and acting directly or through a duly authorized representative.

*"Contract"* shall mean the written agreement covering the performance of the work described in the Contract documents including all supplemental agreements thereto.

*"Contract Documents"* shall mean those documents listed in the Form of Contract, including all additions, deletions, and modifications incorporated therein before the execution of the Contract.

*"Contractor"* shall mean the individual, firm, co-partnership or corporation, and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm partnership, covenantor or corporation, or his, their or its surety under the contract bond, constituting one of the principles to the contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor," and it shall mean the Contractor as defined herein.

*"Engineer"* shall mean the Village Engineer of the Village of Vernon Hills, Illinois, including such assistants who are authorized to represent him.

*"Owner"* or *"Village"* shall mean the Village of Vernon Hills, a municipal corporation of the State of Illinois, 290 Evergreen Drive, Vernon Hills, Illinois 60061.

*"Proposal"* shall mean the written offer or copy thereof of a bidder to perform the work described in the Proposal Form, properly signed and accompanied by any required bid security.

*"Subcontractor"* shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes material.

*"Work"* shall mean equipment, supplies, materials, and services to be furnished under contract, unless some other meaning is indicated by context.

## **2. Intent of Contract Documents**

The intention of the document is to set forth requirements of performance, and standards of materials and construction. It is also intended to include all labor, materials, equipment, and transportation necessary for the proper execution of the work, to require new materials and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, or class, or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, shall be held to refer to such recognized standards.

## **3. Contractor's Responsibility**

All work and materials furnished under this Contract shall be guaranteed against defects, failure, improper performance, and non-compliance with the terms of the Contract for a period of one year after completion and acceptance by the Village of Vernon Hills of the work under Contract. During the guarantee period, the Contractor shall repair and replace, when so ordered by the Village, all work that develops defects, whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed. All equipment and material which is repaired or replaced shall have the guarantee period extended one year from the date of the last repair or replacement.

The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it is damaged or destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and save harmless the Village, Village Engineer and Private Property Owner if work is on private property and not on Village property against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner and the Village satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner, and the Village including lien waivers from the contractor and any sub contractors. Prior to final payment to the contractor, lien waivers will be provided.

The Contractor shall erect and maintain such barriers and lights and/or watchman as will protect and warn pedestrians and vehicles and prevent access of an authorized person to the site as to prevent accidents as a consequence of his work.

The Contractor shall indemnify and hold harmless the Village and Private Property Owners from any and all liability, loss, cost, damages and claims, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon alleging bodily injury, including death, or property damage arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose which shall insure the interests of the Village Engineer, and Private Property Owners as the same may appear, and shall file with the Village and Engineer certificates of such insurance.

The Contractor shall protect the Village and Private Property Owners property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Engineer; the cost of such repairs shall be borne by the Contractor.

#### **4. Contractor's Responsibility for Utility Property and Services**

The Contractor shall contact all utility companies (J.U.L.I.E) for exact locations of all underground utilities. The Village bears no responsibility for damage done to existing utilities during construction. Protection of utilities, and repairs are to be made to the satisfaction of the utility owner.

#### **5. Job Site Safety**

Caution shall be exercised by the Contractor at all times for the protection of persons and property. Any and all safety regulations and other provisions of applicable Federal, State, and local laws and building and construction codes shall be observed.

The Plans do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the work, including but not limited to forms, falsework, scaffolding, trench protection, protective barriers, protective rails, and warning lights. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for any other items needed for the prosecution of the work will cover only general conformance with the design concept of the project and general compliance with the information given in the Contract Documents and such examination and/or approval by the Engineer shall not relieve the Contractor from full and complete responsibility for safe prosecution of the work at all times and for obtaining satisfactory results.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the work at all times. In the even the Engineer or his representatives are held by a court or administrative body to be liable for personal injuries or damages to property arising from deficiencies in job-sit safety, the Contractor shall promptly indemnify and hold then harmless therefrom, and assume all their legal fees, judgements, damages, and all other costs arising out of such findings.

#### **6. Prosecutions of the Work**

The Contractor shall notify the Public Works Department, Engineering Division at least 72 hours before beginning work, telephone number (847) 918-3591.

#### **7. Working Days**

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Village. No work will be permitted between the hours of 7:00 p.m. and 7:00 a.m. Per Village ordinance, working hours for Saturdays is 8:30 a.m. to 5:00 p.m.

**INSURANCE COVERAGES:** All insurance policies shall be issued from insurance companies holding at least an "A" or better rating as rated by A.M. Best Company.

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:  
\$1,000,000 injury-per occurrence  
Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
- (1) Bodily Injury/Property Damage  
Combined Single Limit: \$1,000,000 per accident  
All employees shall be included as insured's.
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
- (1) Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
  - (2) Products and completed operations  
General Aggregate: \$2,000,000
- Coverage's shall include:
- Premises/Operations
  - Independent Contractors
  - Personal Injury (with Employment Exclusion deleted)
  - Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- D. Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination.
- E. Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies.
- F. When required from your insurance company, an endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance

## **Supplemental Conditions**

The Contractor's attention is directed to the following:

### **1. Permits**

The Contractor shall at his own expense obtain all other licenses, etc. as may be required for the execution of this work, give all necessary notices, pay all fees required, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of public health and safety. No building permit is required.

### **2. Inspection**

All inspection work will be by the Village of Vernon Hills Engineering Division. Inspections are to be scheduled by calling (847) 918-3591, a minimum of 24 hours prior notification is required.

### **3. Project Supervision**

The Contractor shall designate an employee as Project Supervisor. The Project Supervisor shall be fluent in the use of the English language, who has full authority to act for the Contractor and is able to receive and execute orders from the Engineer. Also be required to assume the responsibility for general supervision of the Contractor's and subcontractor's operations. The Project Supervisor and the Engineer employed by the Village shall work together to properly control and complete the work as provided in the plans and specifications for the proposed improvement. The Engineer shall be provided 48 hours notice of all work items requiring layout or observation.

### **4. Traffic Control**

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic signal devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Village and in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately.

### **5. Disposal of Surplus Excavated Material**

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor subject to the approval of the Engineer. The cost of removal and disposal of surplus excavated materials will be included in the unit prices bid and no additional payment will be allowed.

### **6. Overnight Protection of Trenches**

All trenches or holes shall be backfilled, covered with steel plates, or surrounded with snow fence and marked with barricades and operating warning lights, at the close of work each day. Trenches or holes on private property shall be backfilled.

## **7. Notification of the Commencement of the Work**

The Contractor shall notify the Village Engineering Department at least 72 hours before beginning work, telephone (847) 918-3591.

## **8. Pre-construction Conference**

A pre-construction conference will be held at 11:00 a.m., Thursday, August 30, 2018 at the Vernon Hills Public Works Department, 490 Greenleaf Drive, Vernon Hills. At this time, the contractor will be given the itemized list of repairs to be completed in this contract. The Contractor shall provide a list of the intended source of materials and the intended list of subcontractors to be used with respect to the subject project.

## **9. Measurement and Payment**

Partial payment will be made upon certification by the Engineer to the Village that said payment is due for work properly completed in accordance with the terms of the contract. It will be then Contractor's responsibility to furnish Waivers of Lien and Contractor's Affidavits with partial payment estimates. The following will be required:

- A. Contractor's "Waiver of Lien to Date" to be furnished with each payment estimate.
- B. Contractor's "Affidavit" for subcontractors and/or suppliers to be filed with second request, covering previous payment estimate. Then with all subsequent payment estimates.

Application for payment shall be for ninety percent of the work incorporated into the project with the remaining ten percent to be withheld until final completion of any punchlist work and turf has been established in all restoration areas.

## **10. Taxes**

The Illinois Occupational Retail Sales Tax does not apply to this project, as the Village of Vernon Hills is a tax exempt organization. The expense of such a tax shall not be included in any bids submitted.

## **11. Debris Removal**

Materials resulting from routing shall be blown to the curb and gutter by the Contractor and shall be included in the cost for CRACK ROUTING AND SEALING and will not be paid for separately. Any materials blown from the street into driveway aprons or grass parkways shall be blown back into the street immediately. The Village shall provide street sweeping services on all sealed streets.

## **12. Delivery and Storage of Sealant Material**

The Contractor shall deliver the contract limit of crack sealing material to the Village's Public Works yard at 490 Greenleaf Drive prior to the commencement of work so that an inventory of said material can be made. At the end of each work day, or before the

commencement of the next work day, Contractor shall return empty sealant containers to the Village and collect an inventory of sealant for use during the upcoming day.

### **13.Changes and Delays**

Changes. Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of Work, and equitable adjustment in the Contract Price or Contract Time shall be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

#### Delays.

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause.

B. No Compensation for Delays. No payment, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Owner or any other party and whether avoidable or unavoidable.

### **14. Contractor's Responsibility for Defective Work**

#### Dispute Resolution Procedure.

A. Notice of Disputes and Objections. If Contractor disputes or Objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to the Contractor. If the Contractor objects the final decision of the owner, then it shall, within three business days, give the Owner notice thereof and, in such notice, shall state its final demand for settlement of the

dispute. Unless Contractor so notifies the Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

Contractor's Remedies. If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to the *Dispute Resolution Procedure* subsections of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

Owner's Remedies. If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after the Contractor's receipt of written notice of such Event of Default, then the Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

## **SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016, the latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions”, adopted April 1, 2016.

### **CONTRACT PERIOD:**

The term of the contract may be extended for additional one year periods, up to three (3) years, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumers Price Index for all Urban Consumers for the previous calendar year.

### **COORDINATION OF CONTRACTORS:**

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

### **DESCRIPTION OF WORK:**

This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement and all other incidental work necessary to complete this improvement according to the Standard Specifications and Special Provisions for this improvement.

### **CRACK SEALING HOT-MIX ASPHALT PAVEMENT:**

This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement and be completed in accordance with the Illinois Department of Transportation, Section 451 of the “Standard Specification for Road and Bridge Construction”, adopted April 1, 2016. The sealant shall be allowed to cure before opening to traffic. Alternate methods of cure shall be approved by the Engineer.

This work will be paid for at the contract unit price per pound for CRACK ROUTING AND FILLING.

**Proposal Form**

NOTE TO BIDDERS:

PLEASE USE THIS PROPOSAL FORM INCLUDED IN THE BOUND VOLUME OF THE CONSTRUCTION SPECIFICATION FOR PREPARATION OF YOUR BID. THE ENTIRE BOUND CONSTRUCTION SPECIFICATIONS WITH THE COMPLETED PROPOSAL FORM SHALL BE SUBMITTED WITH THE BID.

TO: VILLAGE CLERK  
VILLAGE OF VERNON HILLS  
290 EVERGREEN DRIVE  
VERNON HILLS, IL 60061

**PROJECT: 2018 Crack Sealing Program**

The undersigned Bidder submits herewith a Proposal Guaranty in the amount of \$ \_\_\_\_\_ in accordance with the terms set forth in the special provisions.

The undersigned Bidder, having examined the site of the work and determined the scope of the Plans, Specifications, and Special Provisions for the above named project, hereby proposes to provide the required labor, services, and equipment to perform the work as described in said documents, including Addenda No.'s \_\_\_\_\_, and to do all the work at the following schedule of unit prices:

Item No.	Items	Unit	Estimated Quantity	Unit Price	Cost
1.	Crack Routing and Filling	LB	25,600	\$1.17	_____

TOTAL 2018 Crack Sealing Program \$ \_\_\_\_\_

The undersigned Bidder proposes to complete the work on or before the date specified in the instruction to bidders. The undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any other person or persons on the Work.

The undersigned Bidder certifies that this Proposal is made in conformity with the Plans, Specifications, and Special Provisions and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and said documents furnished by the Village, and provisions of the latter shall prevail.

The foregoing quantities and totals are approximate, being inserted herein for the purpose of establishing the face amount of the Contract, and the payment of work will only be made on the basis of actual quantities of work completed as provided in the Contract Documents.

Matt Sollars  
(Print Name)

PRESIDENT  
(Title)

Patriot Pavement Maintenance  
(Company)

825 Seegers Rd  
(Address)

Des Plaines, IL 60016  
(City) (Zip)

847-813-9034  
(Telephone)

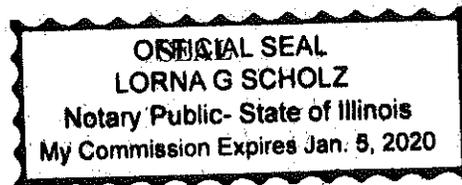
Signature: [Signature] Date: 1-29-2018

State of ILL County of COOK

Signed or attested before me on this 29 day of January 2018, by

Lorna Scholz  
(Name of Person)

[Signature]  
(Signature of Notary Public)



Partnerships: Furnish full name of all partners.

[Crossed out lines]

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 29<sup>th</sup> day, of JAN party of the first part, hereinafter referred to as "the Village," and Patriot PAVEMENT party of the second part, hereinafter referred to as "the Contractor."

**WITNESSETH:**

THAT WHEREAS the Village has heretofore caused to be prepared certain Plans, Specifications, Special Provisions, and Proposal Form for:

**2018 Crack Sealing Program**

under the terms and conditions therein fully stated and set forth, and WHEREAS said Plans, Specifications, Special Provisions, and Proposal Form accurately and fully describe the terms and conditions upon which the Contractor offers to furnish all labor, materials, and equipment and to perform the work specified.

**NOW, THEREFORE, IT IS AGREED:**

1. That the Village hereby accepts the Proposal of the Contractor for the work and for the unit price listed therein.

2. That this Contract consists of the following components which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

A. Plans prepared by the VILLAGE OF VERNON HILLS ENGINEERING DEPARTMENT dated January 22, 2018.

B. Addenda Numbers \_\_\_\_\_

C. Illinois Department of Transportation's "Standards Specifications for Road and Bridge Construction," adopted April 1, 2016, and "Supplemental Specifications and Recurring Special Provisions," adopted April 1, 2016 .

D. Notice to Bidders

E. Instructions to Bidders.

F. General Requirements

G. Supplemental Conditions

H. Special Provisions

I. Contractor's Proposal

- J. This Instrument
- K. Hold Harmless Agreement
- L. Performance and Payment Bond
- M. Performance Reference Form

- 3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made part of the Contract.
- 4. That this Contract is executed in four copies.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals that date first written above.

ATTEST:

**VILLAGE OF VERNON HILLS**

DLHB  
 David H. Brown, Director of Public Works

John M. Kalmar  
 John M. Kalmar, Village Manager  
Mark G. Fleischauer

SEAL

ATTEST:

**CONTRACTOR**

[Signature]  
 Secretary

[Signature]  
 President

SEAL

**INDEMNIFICATION CLAUSE**

Patriot Pavement Maint shall indemnify and hold harmless the Village, and Private Property Owners, and its agents and employees from and against all claims for personal injury and property damage, including claims against the Village, its agents or servants, and all losses or expenses, including all litigation expenses and attorney's fees that may be incurred by the Village in defending such claims, rising out of or resulting from the exercise of the Contract and caused in whole or in part by a willful or negligent act or omission of \_\_\_\_\_, or anyone directly or indirectly employed by Patriot Pavement Maint or anyone for whose acts any of them may be liable. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for \_\_\_\_\_ under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts.

Patriot Pavement Maintenance  
(Company Name)

Matt Smith  
(President - Signed)

Attest:

Kim O'Leary  
(Secretary - Signed)

**SEAL**

The entire bound volume of the construction specifications with the completed proposal Form and the Proposal Guaranty shall be included in the envelope.

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT THAT \_\_\_\_\_  
Principal, hereinafter called the Contractor, and \_\_\_\_\_ as Surety,  
hereinafter called the Surety, are held and firmly bound into the Village of Vernon Hills,  
Illinois, as obligee, hereinafter called the Village, in the amount of the Contractor and  
Surety bind themselves, their heir, executors, administrator, successors, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated the Village for:

### 2018 Crack Sealing Program

In accordance with Plans, Specifications, and Special Provisions prepared by the Village  
of Vernon Hills, which Contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THESE OBLIGATIONS are such that, if  
the Contractor shall promptly and faithfully perform said Contract, then the obligation of  
his bond shall be null and void, otherwise it shall remain in full force and effect.

- A. The Surety hereby waives notice of any  
alternation of extension of time made by the  
Village.
- B. Whenever the Contractor shall be, and is declared  
by the Village to be, in default under Contract,  
the Village having performed in the Village's  
obligations thereunder, the Surety may promptly  
remedy the default or shall promptly:
  - 1. Complete the Contract in accordance with its  
terms and conditions or
  - 2. Obtain a bid or bids for submission to the  
Village for completing the Contract on  
accordance with its terms and conditions,  
and upon determination by the Village and  
Surety of the lowest responsible bidder,  
arrange for a Contract between such bidder  
and Village and make available as work  
progresses (even though there shall be a  
default or a succession of defaults under  
the Contract of Contracts of completion  
arranged under this paragraph) sufficient  
funds to pay the cost of completion less  
that balance of the Contract Price. The  
terms "balance of Contract Price" as used in  
this paragraph, shall mean the total amount  
payable by the Village to the Contractor  
under the Contract and any amendments

thereto, less the amount previously paid by the Village to the Contractor. It is the intention of this undertaking that the total cost and expenditure by the Village shall not exceed the Contract Price.

- C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators, or successors of the Village.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Contractor and Surety shall pay to all persons, firms, or corporations having contracts directly with the Contractor or with Subcontractors all just claims due to them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal)

*Witness*

\_\_\_\_\_  
(Title)

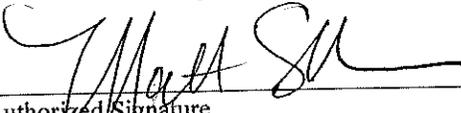
\_\_\_\_\_  
(Surety)

*Witness*

\_\_\_\_\_  
(Title)

## Certification of Substance Abuse Prevention Program

This certifies that Patriot Pavement Maint (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.

  
Authorized Signature

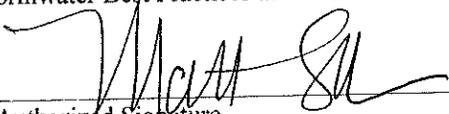
PRESIDENT  
Title

Patriot Pavement Maintenance  
Company

1-29-2018  
Date

## Certification of Coordination of Contractors

This certifies that Patriot Pavement Maintenance (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.

  
Authorized Signature

PRESIDENT  
Title

Patriot Pavement Maintenance  
Company

1-29-2018  
Date

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2017-079

AN ORDINANCE ASCERTAINING PREVAILING WAGE

THE 6th DAY OF JUNE 2017

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this 7th day of  
June, 2017

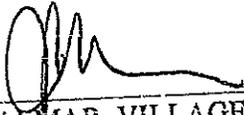
STATE OF ILLINOIS)  
COUNTY OF LAKE )

CERTIFICATE

I, JOHN M. KALMAR, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JUNE 6, 2017, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO 2017-079 - AN ORDINANCE ASCERTAINING PREVAILING WAGE WHICH PROVIDED BY ITS TERMS THAT IT SHOULD BE PUBLISHED IN PAMPHLET FORM.

THE PAMPHLET FOR ORDINANCE NO. 2017-079, INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY OF SUCH ORDINANCE WAS POSTED IN THE VILLAGE HALL, COMMENCING JUNE 7, 2017 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 7th DAY OF JUNE 2017



JOHN M. KALMAR, VILLAGE CLERK

SEAL



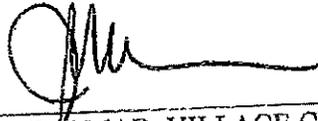
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STATE OF ILLINOIS)

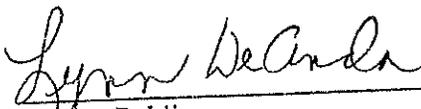
COUNTY OF LAKE )

I, JOHN M. KALMAR, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2017-079, AN ORDINANCE ASCERTAINING PREVAILING WAGE TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JUNE 7, 2017 TO JUNE 19, 2017.

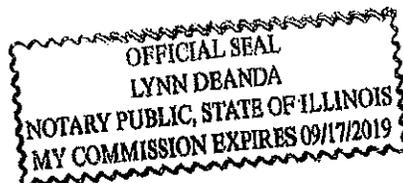


JOHN M. KALMAR, VILLAGE CLERK

SUBSCRIBED AND SWORN TO BEFORE  
THIS 7th DAY OF JUNE 2017



Notary Public



## ORDINANCE 2017-079

### AN ORDINANCE ASCERTAINING PREVAILING WAGES

**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. as amended by Public Acts, 86-799 and 86-693); and

**WHEREAS**, the aforesaid Act required that the President and Board of Trustees of the Village of Vernon Hills 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 of Vernon Hills employed in performing construction of public works, for said Village of Vernon Hills.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Vernon Hills:

**SECTION 1:** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by 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 construction of public works coming under the jurisdiction of the Village of Vernon Hills, is hereby ascertained to be the same as the current prevailing rate of wages for construction work in Lake County as determined by the Department of Labor of the State of Illinois as of June, of the current year, a copy of that determination being attached hereto as Exhibit "A" and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rates 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 President and Board of Trustees of the Village of Vernon Hills. The definition of any terms appearing in this resolution which are also used in aforesaid Act shall be the same as in said Act.

**SECTION 2:** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the President and Board of Trustees of the Village of Vernon Hills to the extent required by the aforesaid Act.

**SECTION 3:** The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this 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 4:** 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 the 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 5:** The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

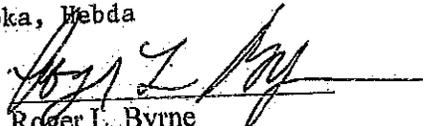
**SECTION 6:** The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of the Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**SECTION 7: ORDINANCE NUMBER.** This ordinance shall be known as Ordinance Number 2017-079.

Dated this 6<sup>th</sup> day of June 2017

Adopted by roll call vote as follows:

AYES: 4 - Schultz, Marquardt, Koch, Oppenheim  
NAYS: 0 - None  
ABSENT AND NOT VOTING: 2 - Takaoka, Hebda

  
Roger L. Byrne  
Village President

PASSED: 6/6/2017  
APPROVED: 6/6/2017  
ATTEST: 6/6/2017

  
John M. Kalmár  
Village Clerk



This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

LAKE COUNTY  
 PREVAILING WAGE  
 RATES EFFECTIVE JUNE  
 5, 2017

Trade/Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		43.25	45.25	2.0	1.5	2.0	10.00	20.38	0.00	0.50
CERAMIC TILE FNLSHR	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		35.85	37.95	1.5	1.5	2.0	11.43	12.38	2.13	0.54
ELECTRIC PWR EQMT OP	All	All		0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		30.33	53.29	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK	All	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
DRV	All	30.34							
ELECTRIC PWR TRK	All	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
DRV	All	40.00	1.5	1.5	2.0	14.10	17.49	0.00	0.65
ELECTRICIAN	All	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
ELEVATOR	All	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
CONSTRUCTOR	All	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
FENCE ERECTOR	All	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
GLAZIER	All	46.20	2.0	2.0	2.0	13.65	21.14	0.00	0.35
HT/FROST INSULATOR	All	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
IRON WORKER	All	47.35	1.5	1.5	2.0	7.26	8.95	1.85	0.00
LABORER	All	47.85	1.5	1.5	2.0	10.25	14.44	0.00	0.46
LATHER	All	33.45	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MACHINIST	All	44.13	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MARBLE FINISHERS	All	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MARBLE MASON	All	35.20	1.5	1.5	2.0	11.79	17.60	0.00	0.63
MATERIAL TESTER I	All	47.35	1.5	1.5	2.0	18.05	13.60	1.90	1.30
MATERIALS TESTER II	All	49.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
MILLWRIGHT	All	47.80	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	45.25	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	43.50	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	52.10	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	53.25	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	47.40	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	39.40	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	56.25	1.5	1.5	2.0	17.65	12.65	1.90	1.35

OPERATING ENGINEER	All	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILED RIVER	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPE FITTER	All		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All		43.12	45.71	1.5	1.5	2.0	10.00	20.68	0.00	0.50
PLUMBER	All		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All		32.75	34.35	1.5	1.5	2.0	8.45	6.05	0.00	0.50
TRUCK DRIVER	All	1	37.05	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	2	37.20	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	3	37.40	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	4	37.60	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TUCK POINTER	All		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

LAKE COUNTY

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

EXPLANATION OF CLASSES

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

at the time or at some close future date.

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

#### CERAMIC TILE FINISHER

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.

#### COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic

cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), 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; Turnapull; 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;  
Tampor-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

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

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

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

Turntrailers 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 Turntrailers or turnpulls 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".