



## **INVITATION FOR BID COVER SHEET**

**Solicitation Number:** 424077-1

**Solicitation Description:** Electrical Services at Pace Passenger Facilities and Locations – Small Business Enterprise Set-Aside

**Solicitation Publication Date:** Thursday June 11, 2026

**Definitions:** The terms Bid, Bidder, Contract, and Effective Date used in this cover sheet have the same meaning ascribed to them in the Contract.

**Copies of Solicitation:** A copy of the solicitation may be downloaded by accessing Pace’s website at <https://www.pacebus.com/open-solicitations>.

**Registration:** Prior to submitting a Bid to Pace, a Bidder must register or be registered in Pace’s iSupplier Portal at <https://www.pacebus.com/isupplier-portal>.

**Pre-Bid Meeting:** The Pre-Bid meeting is scheduled to take place on Friday June 19, 2026, at 10:00 a.m. Central Time. If the pre-Bid meeting is scheduled to take place virtually, use the following link to attend:

**Join:**<https://teams.microsoft.com/meet/278287198782505?p=jZrHUtfunhFByoZvsm>

The use of artificial intelligence or bots at the pre-Bid meeting is strictly prohibited.

Bidders are encouraged to attend a site visit meeting to gain a better understanding of solicitation requirements.

**Communications and Questions Regarding Solicitation:** Following Pace’s issuance of this solicitation and until Pace’s issuance of a fully executed Contract for this solicitation (“solicitation period”), a Bidder and Bidder’s subcontractor(s) and independent contractor(s) shall communicate only with Pace’s Chief Procurement Officer (“CPO”) or the CPO’s authorized representative, Robert Dobbs, as prescribed in this cover sheet. Any communication by a Bidder or Bidder’s subcontractor(s) or independent contractor(s) regarding this solicitation with members of Pace’s Board of Directors, staff, consultants, or subconsultants during the solicitation period is prohibited and may result in disqualification of the Bidder and/or the Bidder’s subcontractor(s) or independent contractor(s).

Any questions regarding this solicitation must be submitted to Pace via email to [questionsandanswers@pacebus.com](mailto:questionsandanswers@pacebus.com) prior to 2:00 p.m. Central Time on Wednesday June 24, 2026, in order to receive a response from Pace. The solicitation number must be referenced in the subject line of that email.

**Submission Requirements:** A Bid must consist of:

- (1) the Contract signed by the Bidder;
- (2) solicitation addenda, if any, signed by the Bidder;
- (3) the Bidder’s Bid Guarantee if applicable to the Contract;
- (4) the Bidder’s price proposal, which will be an exhibit to the Contract;
- (5) the applicable U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Illinois Department of Transportation (IDOT), and Regional Transportation Authority (RTA) certifications signed by the Bidder;
- (6) the documents required by the Disadvantaged Business Enterprise (DBE) exhibit to the extent that exhibit is applicable to the Contract;
- (7) the documents required by the Small Business Enterprise (SBE) exhibit to the extent that exhibit is applicable to the Contract;

- (8) if the Contract is for services, the Bidder's staffing plan showing that the Bidder has a sufficient quantity of personnel who are ready, willing, and able to furnish the services on the Effective Date;
- (9) the attached Artificial Intelligence (AI) Certification signed by the Bidder; and
- (10) if the Contract is federally funded, the attached Bidders List Information Form signed by the Bidder.

Pace will not be liable to the Bidder for any costs, expenses, or losses that the Bidder incurs in connection with the solicitation process, including responding to the solicitation and preparing its Bid. Pace will not return any Bid submitted in connection with this solicitation.

**Bid Deadline:** The Bidder must submit its Bid to Pace via email to [bids@pacebus.com](mailto:bids@pacebus.com) no later than Tuesday July 14, 2026, at 2:00 p.m. Central Time ("deadline"). A Bid submitted after the deadline, or any extension thereof by Pace, will not be considered, except Pace may consider a late Bid in the event it is the only Bid received in connection with this solicitation. Use the following link to virtually attend the public opening of Bids:

**Join:**<https://teams.microsoft.com/meet/236562696404855?p=4c7GzGhLVQ6iMK1sfu>

The use of artificial intelligence or bots at the public opening of Bids is strictly prohibited.

**NOTE:** Pace will reject the Bidder's Bid as non-responsive and disqualify the Bidder if the Bidder adds any terms or conditions to, deletes any terms or conditions from, or otherwise takes exception to the Contract or any of its exhibits or if the Bidder fails to submit any of the following information and/or documentation with the Bidder's Bid:

- (1) the Contract signed by the Bidder;
- (2) the Bidder's Bid Guarantee if applicable to the Contract;
- (3) the Bidder's price proposal; and
- (4) the completed Bidders List Information Form if applicable to the Contract.

Pace, in its sole discretion, may reject the Bidder's Bid as non-responsive and disqualify the Bidder if the Bidder fails to submit any other information and/or documentation required to be submitted with the Bidder's Bid.



**ARTIFICIAL INTELLIGENCE (AI) CERTIFICATION**

The Bidder identified below certifies that it (select one):

- did not use AI to prepare its Bid; or
- used AI to prepare the following part(s) of its Bid:

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Name of Bidder

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Signature of Bidder's Authorized Representative

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Name of Bidder's Authorized Representative

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Title of Bidder's Authorized Representative

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Date



**BIDDERS LIST INFORMATION FORM**

PURSUANT TO 49 C.F.R. § 26.11(c), BIDDER MUST PROVIDE THE INFORMATION REQUESTED IN THIS BIDDERS LIST INFORMATION FORM (“FORM”) FOR BIDDER AND BIDDER’S SUBCONTRACTORS. BIDDER MUST SUBMIT THE COMPLETED FORM WITH BIDDER’S BID, AND FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDER’S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH ADDITIONAL COPIES OF THIS FORM.

FIRM NAME	FIRM ADDRESS INCLUDING ZIP CODE	FIRM STATUS (INDICATE DBE OR NON-DBE)	NAICS CODE APPLICABLE TO EACH SCOPE OF WORK THE FIRM SOUGHT TO PERFORM	AGE OF FIRM	ANNUAL GROSS RECEIPTS OF FIRM (INDICATE RANGE: LESS THAN \$1,000,000, \$1,000,000 - \$3,000,000, \$3,000,000.01 - \$6,000,000, \$6,000,000.01 - \$10,000,000, \$10,000,000.01 AND OVER)
<b>BIDDER</b>					
<b>BIDDER’S SUBCONTRACTORS</b>					

NOT APPLICABLE

\_\_\_\_\_  
Signature of Bidder’s Authorized Representative

\_\_\_\_\_  
Title of Bidder’s Authorized Representative

\_\_\_\_\_  
Name of Bidder’s Authorized Representative

\_\_\_\_\_  
Date

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**CONTRACT**

This contract (“Contract”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and

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(to be completed by Pace) (“Contractor”). The parties agree as follows:

1. **Contract Description.** This Contract is for the goods, services, materials, supplies, equipment, and/or products described in Exhibit C (Scope of Work). All Work must be performed under the direction of Pace’s executive director or designee. Contractor assumes the risk and will not be paid for Work that Contractor performs outside of the direction of Pace’s executive director or designee.

2. **Contract Maximum.** The Contract maximum is \$ \_\_\_\_\_; this is a not-to-exceed maximum and not a firm commitment to purchase. No amount of business can be or is guaranteed. All monetary amounts specified in or to be paid under this Contract are deemed to be in United States dollars.

3. **Term.** This Contract is effective beginning on the date on which Pace signs this Contract (“Effective Date”) and will continue thereafter for a maximum of 48 months unless earlier terminated in accordance with this Contract. If a party signs this Contract but fails to date its signature, the date that the other party receives the signing party’s signature on this Contract will be deemed to be the date that the signing party signed this Contract.

4. **Basis of Award.**

If this solicitation is an invitation for bid and Pace, in its sole discretion, decides to award this Contract, it will be awarded to the responsive and responsible Bidder who submits the lowest priced Bid.

OR

If this solicitation is a request for proposal and Pace, in its sole discretion, decides to award this Contract, it will be awarded to the Bidder who represents the best overall value to Pace.

5. **Invoicing and Payment.**

a. **Invoicing.**

Contractor shall invoice Pace based on the goods, services, materials, supplies, equipment, and/or products provided in accordance with this Contract. By submitting an invoice to Pace, Contractor certifies that the goods, services, materials, supplies, equipment, and/or products meet all Contract requirements and that the amount billed and expenses incurred are as allowed in this Contract. Contractor shall invoice Pace as follows:

- i. reference the Contract number and, as applicable, the following: description of services provided, location where services were provided, detailed listing of goods, materials, supplies, equipment, and/or products provided, part numbers, unit serial numbers, model numbers, item numbers, quantities shipped, shipment dates, locations where shipments were delivered, unit prices/costs, and extensions. If an invoice is billed as a progressive or milestone payment, Contractor shall itemize the goods, materials, supplies, equipment, and/or products shipped to Pace during the period covered by the invoice, whether shipped by Contractor or Contractor's subcontractors or independent contractors, and the cost for each of the goods, materials, supplies, equipment, and/or products.
- ii. submit each invoice to Pace, the Suburban Bus Division of the Regional Transportation Authority, via email to [accounts.payable@pacebus.com](mailto:accounts.payable@pacebus.com), facsimile to (847) 228-3593, or U.S. mail to 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: Accounts Payable no later than the 18th day of the month following the month in which Contractor provided the goods, services, materials, supplies, equipment, and/or products. If the 18th is a Saturday, Sunday, or Pace holiday, Contractor shall submit the invoice on the last weekday before the 18th. Payment of an invoice received after the 18th may be delayed.
- iii. for services provided, show the date of the Work and identify the level of personnel who have completed the task(s), the hourly rate(s) of those personnel, the amount of time spent on each task, and a reasonably detailed description of the Work performed on that date. A monthly summary of total hours, fees, and disbursements must be included, together with a grand total, separately showing total hours, total fees, total disbursements, and the total of all amounts invoiced. Copies of detailed computer-generated billing reports are acceptable.
- iv. detail and itemize disbursements at their cost to Contractor without mark-up, premium, or overhead. Pace is aware of regional standards for those costs and requires Contractor to charge within that range. If Contractor's invoice for those costs exceeds regional standards, Pace will inform Contractor of the maximum costs that Pace will pay, and Contractor shall adjust its invoice accordingly.
- v. clearly identify any subcontractor's or independent contractor's invoice as a line-item reference.

b. Payment.

Payment for the goods, services, materials, supplies, equipment, and/or products provided in accordance with this Contract will be based solely on Exhibit C (Scope of Work) and Exhibit D (Contractor's Price Proposal) and will not exceed the Contract maximum.

- i.  Payment will be made within 30 days after Pace’s receipt and approval of an invoice in accordance with this Contract.

OR

- ii.  Payment will be made within 30 days after Pace’s receipt and approval of an invoice in accordance with this Contract for goods, services, materials, supplies, equipment, and/or products provided under a task order, minus \_\_\_\_\_% retention. Payment of the \_\_\_\_\_% retention will be made within 30 days after Pace’s final acceptance of the goods, services, materials, supplies, equipment, and/or products provided under the task order.

- c. Insufficient Funds. Pace’s obligation to pay for the goods, services, materials, supplies, equipment, and/or products provided under this Contract is limited to the availability of funds from (i) Pace’s revenues and budget for the fiscal years covered by this Contract and (ii) the Federal Transit Administration, Illinois Department of Transportation, the Regional Transportation Authority (including any successor entity) (“RTA”), and/or other funding agencies that Pace may receive for those goods, services, materials, supplies, equipment, and/or products. If Pace determines that funds are not available from those sources to pay any remaining unpaid part(s) of this Contract, Pace, at its option, may terminate or suspend this Contract in which event Pace’s obligations to pay those unpaid part(s) will immediately terminate or be suspended as the case may be, with the exception of payment of only the Contract price for any services performed and goods, materials, supplies, equipment, and/or products delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination or suspension. Pace will have no further obligations under this Contract in the event Pace terminates this Contract pursuant to this provision.

6. **Contract**. The following documents collectively constitute the Contract. In the event of a conflict between and/or among those documents, the following order of precedence will apply:

Contract

Change Orders, if applicable

~~Exhibit J: Requests for Change to Terms and Conditions, if applicable~~ Not Applicable

Exhibit A: Solicitation Instructions and Rules

~~Exhibit B: U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Illinois Department of Transportation (IDOT), and the Regional Transportation Authority (RTA) Requirements, as applicable~~ Not Applicable

Exhibit C: Scope of Work

Exhibit D: Price Proposal

~~Exhibit E: Disadvantaged Business Enterprise (DBE), if applicable~~ Not Applicable

Exhibit F: Small Business Enterprise (SBE), if applicable

Exhibit G: Insurance Requirements

~~Exhibit H: Contractor’s Technical Proposal~~ Not Applicable

Exhibit I: Addenda, if any

Exhibit K: Contractor’s Profile Information

Exhibit L: Labor Provisions

7. **Disadvantaged Business Enterprise (“DBE”) and Small Business Enterprise (“SBE”) Requirements.**

a. **DBE Requirement.**

- i.  Pace has determined that the DBE goal for this Contract is 0%.

OR

- ii.  Pace has determined that the DBE goal for this Contract is \_\_\_\_\_%; therefore, this Contract is subject to Exhibit E.

b. **SBE Requirement.**

- i.  Pace has determined that the SBE set-aside percentage for this Contract is 0%.

OR

- ii.  Pace has determined that the SBE set-aside percentage for this Contract is 100%; therefore, this Contract is subject to Exhibit F.

8. **Insurance Requirements.** Contractor, at its sole cost and expense, shall provide Pace with evidence of all required insurance and shall procure and maintain that insurance for the period of time specified in Exhibit G.

9. **Indemnification.**

a. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Pace, the RTA, and their respective directors, officers, employees, and agents (collectively, “Indemnitees”) from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including reasonable attorneys’ fees, which may accrue against one or more Indemnitees arising out of the:

- i. goods, services, materials, supplies, equipment, and/or products provided under this Contract, including any copyright or patent infringement or claim of such infringement (in the event any equipment or part of any equipment furnished under this Contract is in any suit or proceeding brought against Pace held to constitute infringement and use of the equipment or parts is enjoined, Contractor shall, at its own expense and at its option, either procure for Pace the right to continue using equipment or parts, replace the same with non-infringing equipment, or modify the same to be non-infringing);
- ii. acts or omissions of Contractor, its subcontractors, independent contractors, consultants, subconsultants, and/or their respective

employees, agents, subcontractors, independent contractors, consultants, or subconsultants in connection with the performance of this Contract; and/or

- iii. Contractor's breach or violation of any of Contractor's certifications, representations, warranties, covenants, or agreements included by reference in this Contract.
  
- b. With regard to claims against any party, person, or entity seeking indemnity under this indemnification provision which are made by an employee of Contractor, a subcontractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation assumed under this indemnification provision will not be limited by: (i) a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or any other employer under workers' compensation acts, disability benefit acts, or other similar employee benefit acts or (ii) any performance bond, payment bond, or insurance required by this Contract.
  
- c. Contractor and Contractor's employees, agents, subcontractors, independent contractors, consultants, and subconsultants, who shall maintain separate policies of insurance as provided in this Contract, expressly waive any and all claims for unemployment benefits and workers' compensation benefits.
  
- d. Within seven days after receiving written tender of defense from any Indemnitee regarding any claim under this indemnification provision, Contractor shall provide each tendering party with a written response to that tender.
  
- e. To the extent to which Contractor is required to provide indemnification to any Indemnitee, Contractor shall appear and defend all suits brought upon any claim under this indemnification provision, shall pay all costs and expenses related to that claim, and shall have the right to select defense counsel for the defense of any such claim or suit; provided, however, each tendering party may, at its option and expense, participate in the defense of any suit, without relieving Contractor of Contractor's obligations under this indemnification provision. In the event that representation of any Indemnitee and Contractor by the same counsel would be a conflict of interest for such counsel, the Indemnitee may select independent counsel, to be paid for by Contractor, without relieving Contractor of its obligations of indemnification and defense as set forth above.
  
- f. Contractor shall fulfill its indemnification obligations even if it has insufficient insurance to cover a claim tendered pursuant to this indemnification provision.
  
- g. If any Indemnitee hires legal counsel to enforce its right to indemnification under this indemnification provision, Contractor will be obligated to pay all costs and expenses, including attorneys' fees, incurred by the Indemnitee in connection with that enforcement.
  
- h. Contractor will not be liable for any indemnification obligation under this indemnification provision to the extent that any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, or expenses are

caused by the negligence of Indemnitees.

- i. Contractor shall not settle any claim, demand, or suit covered by this indemnification provision without the express written consent of Pace.
- j. Contractor shall cooperate with and assist, and shall require its employees to cooperate with and assist, Pace and any claims service agencies, investigators, and attorneys employed by or on behalf of Pace, in the administration, investigation, and defense of any and all claims asserted against Pace and/or Contractor arising out of the provision of goods, services, materials, supplies, equipment, and/or products pursuant to this Contract.

10. **Records and Information.**

- a. **Ownership.** Pace retains ownership of all Pace records and documents and will retain ownership of all documents prepared by Contractor under this Contract.
- b. **Retention of Records.** Contractor shall retain, and require its subcontractors, independent contractors, consultants, and subconsultants to retain, all records and supporting material related to this Contract for five years after termination or expiration of this Contract or until final disposition of any litigation or claim arising from the performance of this Contract, whichever is later (“Record Retention End Date”); provided, however, that obligation will in no way affect the obligation of Contractor and Contractor’s subcontractors, independent contractors, consultants, and subconsultants to return and/or destroy Confidential Information in accordance with paragraph (d) of this records and information provision. Contractor’s records include all subcontractor, independent contractor, consultant, and subconsultant invoices paid by Contractor on behalf of Pace. Contractor may request permission from Pace to dispose of the records and supporting material after the Record Retention End Date.
- c. **Access to Records.** Contractor shall permit sufficient access, including access to the sites of performance under this Contract, to any authorized representatives of Pace, the RTA, the State of Illinois, the Illinois Auditor General, Inspectors General, the Illinois Department of Transportation, the Federal Transit Administration and its contractors, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect, copy, and/or audit all data, records, and information relating to Contractor’s performance under this Contract as reasonably may be required, including such data, records, and information that Contractor or its subcontractors, independent contractors, consultants, or subconsultants may regard as confidential or proprietary. Upon 15 days’ notice from Pace, Contractor shall make the following records available for Pace to inspect, copy, and/or audit at any time during normal business hours at Pace’s headquarters location: all time sheets, billings, and other documentation and supporting material used in preparing the records. Contractor shall fully and expeditiously cooperate with any investigation or audit relating to Contractor’s performance under this Contract. If, as a result of an audit, Pace determines that the pricing of this Contract was inaccurate or that Contractor in any way violated the requirements of this Contract, Contractor will be liable for any costs or damages resulting from that inaccuracy or violation.

- d. Confidential Information and Non-Disclosure. Contractor, each of its subcontractors, independent contractors, consultants, subconsultants, and their respective board members, affiliates, partners, members, directors, officers, employees, contractors, independent contractors, subcontractors, consultants, subconsultants, and agents (“Contractor Parties”) must keep confidential all information (“Confidential Information” or “CI”) that Pace furnished to them or that they otherwise learned in the performance of the Work and all information prepared by or on behalf of Contractor under this Contract. Confidential Information includes non-public information that relates to or arises out of Pace’s business and that is disclosed to Contractor Parties whether before or after the Effective Date. Confidential Information does not include information that: (i) was publicly known or publicly available, without breach of this Contract, prior to the time of disclosure by Pace to Contractor Parties; (ii) becomes publicly known or publicly available after its disclosure by Pace to Contractor Parties through no fault of Contractor Parties; (iii) is already in the possession of Contractor Parties, without restriction as to use or disclosure, immediately prior to the time of disclosure by Pace to Contractor Parties; (iv) is obtained by Contractor Parties, without restriction as to use or disclosure, from a third party without a breach of such third party’s obligations of confidentiality; and (v) is independently developed by Contractor Parties without use of or reference to Pace’s Confidential Information. Contractor Parties may disclose Confidential Information if required by applicable federal, state, or local law or a valid order by a court of competent jurisdiction, provided Contractor Parties promptly furnish Pace with written notice of that requirement prior to disclosure and assist Pace in seeking a protective order or other remedy to prevent or limit disclosure of the information. Contractor Parties must ensure that the confidentiality of the CI is preserved in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Contractor Parties’ own confidential information. Contractor shall ensure that all Contractor Parties incorporate this confidential information and non-disclosure provision into their agreements for the Work, representing that each person or entity must not disclose, publish, or otherwise make available the CI to any person or entity. Contractor Parties acknowledge that the disclosure of any CI will give rise to irreparable injury to Pace, which cannot be adequately compensated in damages. Accordingly, Pace may obtain injunctive relief against disclosure or threatened disclosure of the CI, in addition to such other remedies that may be available to Pace in law or at equity. Upon termination or expiration of this Contract, Contractor Parties must return and/or destroy the CI in accordance with Pace’s written direction. In the event Pace directs Contractor Parties to destroy the CI, Contractor Parties must provide Pace with a written certification of that destruction.

## 11. Termination.

- a. Termination for Convenience. Pace may terminate this Contract, in whole or in part, at any time, when in Pace’s best interest, by providing Contractor with written notice, specifying the extent of the termination, including removal of Contractor from the worksite if applicable and the effective date of the termination. Contractor shall then restrict its activities and those of its subcontractors, independent contractors, consultants, and subconsultants to winding down the Work. No payment will be made for Work performed after the notice of termination for convenience becomes effective, except for winding down activities specified in the

notice of termination and as provided in this paragraph 11(a). If Pace terminates part of this Contract, Contractor shall continue with the unterminated part.

In the event of termination for Pace's convenience (except for a force majeure condition continuing for more than 30 consecutive days), Pace shall pay, and Contractor shall accept as its sole remedy, termination charges equal to the Contract price for any services performed and goods, materials, supplies, equipment, and/or products delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination; provided, however, if Pace terminates this Contract in part, those termination charges will only be in connection with the terminated part. Title to all property covered by those termination charges will vest in Pace without additional charge. Payment of those termination charges will vest in Pace. Pace shall pay termination charges to Contractor within 45 days after Contractor provides Pace with a written payment request showing all termination charges, accompanied by evidence substantiating each cost or expense claimed and conforming with the invoicing and payment provision of this Contract.

- b. Termination for Breach. Pace may terminate this Contract for breach if: (i) Pace, in its sole discretion, determines that Contractor has refused or failed to deliver goods, materials, supplies, equipment, and/or products in accordance with this Contract's delivery schedule or to perform services within the time or in the manner specified in this Contract or that the acts or omissions of Contractor or its subcontractors, independent contractors, consultants, or subconsultants have caused, or reasonably could cause, jeopardy to health, safety, or property; (ii) Contractor refuses or fails to comply with any other provision of this Contract; or (iii) Contractor dissolves, discontinues, eliminates, or closes that portion of its business necessary to provide goods, services, materials, supplies, equipment, and/or products under this Contract. Pace shall terminate by delivering to Contractor a written notice of termination specifying the nature of the breach and the effective date of the termination. Contractor will be paid only the Contract price for any services performed and goods, materials, supplies, equipment, and/or products delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination. If, after termination for breach, it is determined that Contractor was not in breach, the rights and obligations of the parties will be the same as if the termination had been issued for Pace's convenience.
- c. Opportunity to Cure. Pace, in its sole discretion, may allow Contractor time in which to cure the breach ("Cure Period"). In that case, Pace's written notice of termination will state the nature of the breach, the time period in which Contractor must cure the breach, and any other conditions Pace deems appropriate. If Contractor cannot cure the breach within the Cure Period and provides Pace with a written request for additional time to cure the breach, Pace, in its sole discretion, may extend the Cure Period ("Extended Cure Period"). If Contractor fails to remedy the breach to Pace's satisfaction within the Cure Period or, if applicable, Extended Cure Period, Pace will have the right to terminate this Contract without any further obligation to Contractor, and that termination will not operate to preclude Pace from also pursuing all available remedies against Contractor and its sureties for that breach.

- d. Termination of Contract for Architect and Engineering Services. If this Contract is for architect and engineering services, Contractor shall, upon receipt of Pace's written notice of termination of this Contract for Pace's convenience, immediately discontinue all services, unless the notice directs otherwise, and deliver to Pace's CPO all data, drawings, specification, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in progress. Contractor will be paid only the Contract price for any services performed in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination, and Contractor shall promptly submit its termination claim for those amounts to Pace. If the termination is for Contractor's breach, Pace may complete the Work by contract or otherwise, and Contractor will be liable for any additional costs incurred by Pace.
- e. Termination of Cost-Type Contract. If this Contract is a cost-type contract, Contractor shall account for any property in its possession paid for from funds received from Pace or property supplied to Contractor by Pace. If the termination is for breach, Pace may fix the fee, if this Contract provides for a fee, to be paid Contractor in proportion to the value, if any, of the Work performed up to the date of termination. Contractor shall promptly submit its termination claim to Pace, and the parties shall negotiate the termination settlement to be paid to Contractor. If the termination is for Pace's convenience, Contractor will be paid its Contract close-out costs, and a fee, if this Contract provides for payment of a fee, in proportion to the Work performed up to the date of termination.
- f. Applicability to Subcontracts. The requirements of this termination provision also apply to all subcontracts.

12. **Pace Property in Contractor's Possession upon Termination.** If this Contract is terminated while Contractor has possession of Pace property, Pace will direct Contractor to dispose of the property or protect and preserve it until it is surrendered to Pace or Pace's agent. Pace shall pay the costs associated with disposing or preserving and protecting the property if the termination was for Pace's convenience. Contractor shall pay those costs if the termination was for Contractor's breach.

13. **Rights and Remedies.**

- a. Pace Rights and Remedies.
  - i. If Contractor breaches any provision of this Contract, Pace has the right to: terminate this Contract; suspend the Work; take over and complete the Work or any part of the Work by contract or otherwise at the expense of Contractor, either directly or through other contractors; cancel/rescind this Contract as to any or all of the Work yet to be performed; deem Contractor non-responsible in future contracts to be awarded by Pace; and pursue any and all remedies at law or in equity, including specific performance, an injunction, and money damages.

- ii. Pace may, at any time, by written order to Contractor, require Contractor to stop all or any part of the Work for a period that Pace, in its sole discretion, determines appropriate. The order will be identified as a stop-work order issued under this provision. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize Allowable Costs for the Work covered by the order during the period of Work stoppage.

Within the period of Work stoppage, Pace shall either:

- cancel the stop-work order;
- allow the period of the stop-work order to expire; or
- terminate the Work covered by the order as provided in the termination for convenience or termination for breach provision of this Contract.

If Pace cancels a stop-work order issued under this provision or allows the period of the order to expire, Contractor shall resume the Work upon Pace's written directive. Pace shall make an equitable adjustment in the delivery schedule, Contract price, or both, by written change order if:

- the stop-work order was not caused by Contractor's default or other act or omission within control or responsibility of Contractor;
- the stop-work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Contract; and
- Contractor asserts its claim to the equitable adjustment in writing within 30 days after the end of the period of Work stoppage; provided, Pace may receive and act upon the claim at any time before final payment under this Contract if Pace decides that the facts justify that action.

If Pace does not cancel a stop-work order and terminates the Work covered by the order for the convenience of Pace, Contractor will be entitled to receive Allowable Costs resulting from the stop-work order in arriving at the termination settlement.

If Pace does not cancel a stop-work order and terminates the Work covered by the order for Contractor's breach, Contractor will be entitled to receive, by equitable adjustment or otherwise, Allowable Costs resulting from the stop-work order.

- b. Contractor Rights and Remedies. Inasmuch as money damages can adequately compensate Contractor for any breach of this Contract by Pace, Contractor acknowledges that no default, act, or omission of Pace will constitute a material breach of this Contract, entitling Contractor to terminate, cancel, or rescind this Contract (unless Pace directs Contractor to do so) or to suspend or abandon performance.

- c. Dispute Resolution. The requirements in this paragraph 13 apply to Contractor and its subcontractors, independent contractors, consultants, and subconsultants. Either party may initiate a dispute arising out of or related to this Contract by sending a written notice of dispute to the other party. Once initiated, the parties shall attempt to promptly resolve the dispute through good-faith negotiations.
  - d. Performance During Dispute. Unless otherwise notified by Pace's CPO, Contractor shall continue performance under this Contract while the parties attempt to resolve the dispute. If the dispute is not resolved within 14 days after the non-initiating party's receipt of the notice of dispute, either party may proceed with litigation in an Illinois court of competent jurisdiction as provided in the governing law, jurisdiction, and venue provision of this Contract.
  - e. No Limitation of Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available under this Contract are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available at law or in equity.
  - f. Waiver. If Pace elects to waive its remedies for Contractor's breach of any provision of this Contract, the waiver will not limit Pace's remedies for any subsequent breach of that or of any other provision of this Contract.
  - g. Waiver of Consequential Damages. Neither party will be responsible to the other for consequential, special, or indirect losses or damages, including lost profits, lost revenue, or lost opportunity, provided this subparagraph (g) will not limit any right otherwise expressly provided under this Contract.
  - h. Setoff. Pace has the right of setoff of any claim of Pace against any payments due or to become due to Contractor or the retention under this Contract or any other contract or obligation of Contractor or any affiliate thereof with Pace.
14. Amendment. No changes, amendments, or modifications to this Contract will be valid unless they are in writing and signed by the duly authorized signatory of each party, except Pace may unilaterally modify this Contract when warranted by a change in applicable federal, state, or local law or funding agency requirements. Pace shall provide Contractor with notice of any unilateral modification of this Contract.
15. Assignment. No party may assign, delegate, or otherwise transfer all or part of its rights and/or obligations under this Contract without the prior written consent of the other party. Any successor or approved assign under this Contract will accede to all the terms, conditions, and requirements of this Contract as a condition precedent to that succession or assignment.
16. Authorization. Each party represents and warrants that its signatory to this Contract has full authority to sign this Contract on its behalf.
17. Binding Effect. This Contract will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

18. **Compliance.** The parties shall comply, and Contractor shall ensure that its subcontractors, independent contractors, consultants, and subconsultants comply, with all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations applicable to this Contract, including but not limited to those in the FTA's most recent "Master Agreement" between Pace and FTA, any agreements between IDOT and the RTA and the RTA and Pace, as they may be amended or promulgated from time to time during the term of this Contract, and section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)), as amended.

Contractor shall comply with all applicable Pace policies and procedures relating to business and office conduct, health and safety, and access to and use of Pace facilities, equipment, supplies, information technology, networks, and/or other resources and materials.

19. **Processing Data Between Years and Centuries.** Any hardware, software, and firmware to be delivered by Contractor under this Contract must be able to accurately process data between years and centuries.

20. **Equal Employment Opportunity.** In connection with the execution of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that Contractor employs applicants, and treats employees during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. That action includes, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If Contractor is required to file an affirmative action plan with any federal, state, or local agency, Contractor assures Pace that it is in full compliance with those filing requirements.

21. **Pace Non-Collusion.** In submitting its Bid to Pace, Contractor represents and warrants that it has not paid and will not pay any bonus, commission, fee, or gratuity to any employee or official of Pace or to any other contractor for the purpose of obtaining this Contract.

22. **Trade Name or Equal.** In cases in which goods, materials, supplies, equipment, and/or products are identified in this Contract by a manufacturer's name, trade name, catalog number, or other reference, it is understood that Contractor shall furnish the goods, materials, supplies, equipment, and/or products so identified or shall furnish an "equal" unless otherwise specified. The specific goods, materials, supplies, equipment, and/or products mentioned will be understood as establishing the type, function, and minimum standard of design, efficiency, quality, and performance desired and will not be construed in such a manner as to exclude manufacturer's products of comparable design, efficiency, quality, and performance. If Contractor is proposing an "equal," Contractor shall clearly state in its Bid that an "equal" is proposed and, prior to submitting its Bid, shall provide Pace with information sufficient for Pace to determine whether the proposed "equal" is acceptable. If the proposed "equal" is acceptable, Pace will issue an addendum to this Contract to identify the acceptability of the proposed "equal."

23. **Warranties.** Contractor warrants that goods, materials, supplies, equipment, and/or products delivered under this Contract will be free from defects of materials, equipment, and workmanship under normal use and service and that all goods, materials, supplies, equipment, and/or products furnished will conform to samples, specifications, and/or drawings submitted, as may be applicable, and will be fit for the purpose for which purchased. The warranty period will be for one year from the date of delivery or the date of final acceptance of the goods, materials,

supplies, equipment, and/or products by Pace, whichever is later. Pace may return any nonconforming or defective goods, materials, supplies, equipment, and/or products to Contractor or require replacement of such goods, materials, supplies, equipment, and/or products, all at Contractor's expense. Acceptance of or payment for goods, materials, supplies, equipment, and/or products by Pace will not relieve Contractor of Contractor's responsibilities under this provision. Contractor warrants any items corrected under the foregoing warranties for the balance of the original applicable warranty period.

Contractor further warrants that Contractor and its employees, subcontractors, independent contractors, consultants, and subconsultants, if any, will provide and perform the services under this Contract in a workmanlike, professional, efficient, and effective manner, with the same degree of care, skill, and competence that is consistent with current and generally accepted industry standards for those services.

24. **Counterparts.** This Contract may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same contract.

25. **Electronic Signatures.** This Contract may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Contract.

26. **Entire Agreement.** This Contract, including any exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Contract, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Contract, will be implied or impressed upon this Contract.

27. **Force Majeure.** Pace will not hold Contractor liable for damages or deem Contractor to have breached this Contract for failure or delay in performing any of its obligations under this Contract if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of Contractor, including war, fire, flood, other acts of God, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the government, civil disturbance, a terrorist act, pandemic, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, or a labor strike or lockout. Contractor shall promptly notify Pace of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Contractor, may: (a) immediately terminate this Contract for convenience in which event Pace will pay Contractor only the Contract price for any Work performed in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination or (b) extend the time for Contractor to complete the Work in which event Contractor shall not seek, and will not be entitled to, additional compensation from Pace as a result of that extension. Where an event of force majeure occurs after Contractor's failure or delay in performance, Contractor will not be released from liability.

28. **Governing Law, Jurisdiction, and Venue.** This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit, and Contractor shall cause its subcontractors,

independent contractors, consultants, and subconsultants to submit, to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, Third Municipal District, in Rolling Meadows, Illinois for any dispute arising out of or related to this Contract.

29. **Headings**. The headings in this Contract are for reference and convenience only and will not affect the meaning or interpretation of this Contract.

30. **Independent Relationship**. Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of Pace. Nothing in this Contract will be construed as creating an agency, partnership, joint venture, or any other relationship between Pace and Contractor or its subcontractors, independent contractors, consultants, or subconsultants or between Pace and any employee or agent of Contractor or its subcontractors, independent contractors, consultants, or subconsultants, and Contractor shall not act and shall ensure that its subcontractors, independent contractors, consultants, and subconsultants do not act on behalf of or bind Pace in any manner. Contractor's employees must at all times remain employees of Contractor, and Contractor will be solely responsible for all aspects of their employment, including without limitation compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

31. **No Precedent**. The terms of this Contract do not establish any precedent in any subsequent contract involving the parties or other persons or entities. Neither party may offer, use, or admit this Contract into evidence in any proceeding or litigation for that purpose.

32. **Notice**. Any notice under this Contract must be in writing and must be given in the following manner:

- a. by personal delivery (deemed effective as of the date and time of delivery);
- b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- c. by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- d. by email (deemed effective as of the date and time sent if the email is sent during business hours or as of 8:00 a.m. Central Time on the following business day if the email is sent during non-business hours; provided, however, the email will not be deemed effective if the sender receives an automated delivery failure message within 24 hours after sending the email).

The notice must be addressed as follows or to such other address as either party may from time to time specify in writing:

If to Pace:

550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attention: Chief Procurement Officer

Email Address: jane.swider@pacebus.com

If to Contractor:

Address and email address specified on  
Contractor's signature block of this Contract

33. **Severability.** If any provision of this Contract or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions, including those that conform to federal laws, regulations, requirements, and guidance, will remain in full force and effect.

34. **Singular, Plural, and Gender.** When used in this Contract, unless the context otherwise requires, the singular includes the plural, the plural includes the singular, and gender-related nouns and pronouns include the feminine, masculine, and gender neutral.

35. **Subcontracting.** Subcontracting  is/ is not permitted under this Contract. If subcontracting is permitted, Contractor shall require all subcontractors to comply with the insurance requirements of this Contract, including naming Pace as an Additional Insured on all requisite policies of insurance.

36. **Survival.** Any provision of this Contract that imposes an obligation after termination or expiration of this Contract will be deemed to survive termination or expiration of this Contract.

37. **Time is of the Essence.** Time is of the essence with respect to all of Contractor's obligations under this Contract.

38. **Waiver.** No action or failure to act by Pace or Contractor will constitute a waiver of any right or remedy under this Contract, nor will that action or failure to act constitute an approval of or acquiescence in any breach under this Contract, except as may be specifically agreed in writing.

39. **Tax Exempt.** Pace, as a public/governmental entity, is exempt from taxes and will not be responsible for taxes or regulatory fees that Contractor or its subcontractors, independent contractors, consultants, or subconsultants paid or incurred unless Contractor provides Pace with proof that Pace is subject to those taxes or fees. Pace will provide proof of its exemption from taxes to Contractor upon Contractor's written request.

40. **Publicity.** Contractor must not use or authorize the use of a Pace employee's identity, which includes name, signature, photograph, likeness, and voice, for marketing, advertising, promotional, or fundraising purposes without obtaining the prior written approval of the employee; provided, however, Contractor must not under any circumstances use or authorize the use of that employee's affiliation with Pace and/or job title without obtaining the prior written approval of Pace's executive director.

Contractor must not use or authorize the use of the Pace name, the Pace logo, any Pace facility, and/or any likeness thereof for any purpose without obtaining the prior written approval of Pace's executive director. Further, Contractor must not issue or cause the issuance of any press release or public statement and/or engage in any marketing activities related to this Contract, including the relationship/affiliation between the parties under this Contract, without obtaining the prior written approval of Pace's executive director.

Contractor must not disclose, use, or refer to this Contract or any of its terms or the name of Pace in any advertising, publicity releases, promotional materials, or materials distributed to existing or prospective customers without the prior written consent of Pace.

41. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of the parties, and nothing in this Contract is intended to create any third-party beneficiary rights for Contractor's subcontractors, independent contractors, consultants, and subconsultants or for other third parties (except for the third-party Indemnitees specified in paragraph 9).

42. **Change in Ownership.** Any direct or indirect change in ownership or control of Contractor will be subject to Contractor's completion of documentation as requested by Pace.

43. **Participation by Other Entities.** Other units of local government and municipalities as defined in article VII, section 1 of the Constitution of the State of Illinois ("other agencies") may negotiate their own agreements with Contractor based on the terms and conditions of this Contract. Other agencies will issue their own contracts directly to Contractor. Participation by other agencies must have no adverse effect on Pace. Pace will not be responsible for any obligation owed by any other agencies to Contractor. Pace will have no liability for the acts or omissions of other agencies, and Pace makes no representation that the process followed by Pace to select the Contractor for this Contract complies with the procurement rules, regulations, or policies of other agencies.

44. **Freedom of Information.** This Contract and all related public records maintained by, provided to, or required to be provided to Pace are subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

45. **No Individual or Personal Liability.** No board member, official, officer, employee, agent, or representative of Pace will be individually or personally liable for any obligation under this Contract.

46. **Certification.** By signing this Contract, Contractor certifies and affirms that:

- a. its Bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; its Bid is genuine and not collusive or sham; Contractor has not been a party to any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition by agreement to offer a fixed price, or otherwise, or to refrain from submitting a Bid and has not, directly or indirectly, by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of Pace, any Bidder, or anyone else interested in the proposed contract; and Contractor is not barred from contracting with any state or unit of local government as a result of a violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4;
- b. Contractor has reviewed this solicitation in its entirety, including this Contract, and has waived all rights to claim misunderstanding regarding the same;
- c. all information provided in its Bid is complete, true, and correct and complies with the Contract requirements;

- d. no real or apparent organizational conflict of interest (“OCI”) related to Contractor’s participation in this solicitation or provision of goods, services, materials, supplies, equipment, and/or products under this Contract exists and, if Contractor becomes aware of a real or apparent OCI related to Contractor’s participation in this solicitation or provision of goods, services, materials, supplies, equipment, and/or products under this Contract, Contractor will immediately provide Pace with written notice of the facts and circumstances giving rise to that conflict of interest;
- e. Contractor is not in financial breach of an existing contract with Pace or in arrears with any monetary payments due Pace under an existing contract;
- f. to the best of its knowledge and belief, Contractor and its principals, subcontractors, independent contractors, consultants, and subconsultants have not violated any Pace or Pace sister agency policies or any local, state, or federal laws, statutes, ordinances, codes, rules, or regulations, including but not limited to those of the Illinois Department of Labor and the U.S. Department of Labor;
- g. to the best of its knowledge and belief, Contractor and its principals, subcontractors, independent contractors, consultants, and subconsultants have not been subject to any debarment, suspension, or other disciplinary action or been assessed civil money penalties by any government agency, including but not limited to the Illinois Department of Labor or the U.S. Department of Labor (if at any time Contractor becomes aware of such information, Contractor shall immediately disclose it to Pace);
- h. neither it nor any of its subcontractors, independent contractors, consultants, and subconsultants are currently debarred for violations of any applicable public contracts incorporating labor standards provisions or included on any applicable list thereof, including without limitation the General Service Administration’s System for Award Management, the Illinois Department of Transportation’s Suspension List, the Illinois Department of Labor Public Works Debarred Contractors List, or the Illinois Department of Human Rights Debarred Companies List; and
- i. all Contractor’s certifications required by Exhibit B are true and accurate as of the date Contractor signs this Contract.

47. **Organizational Conflict of Interest (OCI)**. In the event Contractor notifies Pace of an OCI pursuant to paragraph 46(d) or Pace becomes aware of an OCI related to Contractor’s participation in this solicitation or provision of goods, services, materials, supplies, equipment, and/or products under this Contract, Pace, in its sole discretion, may request Contractor to provide recommendations to avoid, neutralize, or mitigate the OCI, disqualify Contractor from further participation in this solicitation, declare Contractor’s Bid nonresponsive and award this Contract to the next highest scoring responsive Bidder, or terminate this Contract for default if Contractor was aware of the OCI prior to Contract award and did not provide Pace with written notice of the OCI.

Pace's CPO in consultation with Pace's General Counsel will make the final determination as to whether an OCI exists and, if Pace requests Contractor to provide recommendations to avoid, neutralize, or mitigate the OCI, whether those recommendations are sufficient.

48. **Definitions.** As used in this Contract:

"Allowable Costs" means costs that meet the following general criteria, except where otherwise authorized by statute:

- a. are necessary and reasonable for and are allocable to the performance of this Contract under these principles;
- b. conform to any limitations or exclusions specified in these principles or in this Contract as to types or amount of cost items;
- c. are consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity;
- d. are accorded consistent treatment (a cost may not be assigned to this Contract as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to this Contract as an indirect cost);
- e. are determined in accordance with generally accepted accounting principles;
- f. are not included as a cost or used to meet cost sharing or matching requirements of any other contract or agreement;
- g. are adequately documented; and
- h. are incurred during the approved budget period.

"Bid" means a quote, bid, proposal, or offer to this solicitation.

"Bidder" means a bidder, proposer, or offeror to this solicitation prior to Contract award.

"Business days" means Monday through Friday, excluding federal holidays.

"Business hours" means 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays.

"Days" means consecutive calendar days of 24 hours each, measured from midnight to the next midnight, except where otherwise specified, including weekdays, weekends, and holidays.

"Organizational Conflict of Interest ('OCI')" will occur when any of the following circumstances arise, according to FTA Circular 4220.1G:

- a. Contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to Pace due to other activities, relationships, contracts, or circumstances;
- b. Contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; or
- c. during the conduct of an earlier procurement, Contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

“Pace holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Work” means the provision of goods, services, materials, supplies, equipment, and/or products under this Contract.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]**

The parties have caused this Contract to be executed by their respective duly authorized signatory on the dates below.

**CONTRACTOR**

**PACE, THE SUBURBAN BUS DIVISION  
OF THE REGIONAL TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Legal Name of Contractor

\_\_\_\_\_  
Signature of Authorized Signatory

Type of Business Structure (select one):

- Individual/sole proprietorship
- Corporation
- Partnership
- Limited Liability Company
- Other: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**SOLICITATION INSTRUCTIONS AND RULES****BIDS**

Pace, in its sole discretion, may: extend the date and time that Bids are due and any other deadline for this solicitation; reject, in whole or in part, any or all Bids; cancel or readvertise this solicitation; and further evaluate Bids through oral presentation, interview, and/or the Best and Final Offer process if this solicitation is an RFP.

Pace may accept any item or group of items of a Bid, unless the Bidder qualifies the Bid by specific limitations. Unless otherwise provided in this solicitation, a Bid may be submitted for quantities less than those specified.

Where approximate quantities are stated in this solicitation, the unit prices quoted in the Bid will apply regardless of whether the actual quantities are greater or less than the approximate quantities, the stated total notwithstanding.

In the event a single Bid is received, it will be necessary for Pace to conduct a price and/or cost analysis of the Bid price. Bidder shall provide all documents requested by Pace to perform the analysis/es.

Within two business days after receiving Pace's written request, Bidder shall provide Pace with evidence, satisfactory to Pace, that demonstrates Bidder's ability and responsibility, financial and otherwise, to furnish the materials, goods, and/or services specified in the manner and at the time prescribed in this solicitation, including Bidder's approach to and staffing plan for furnishing those materials, goods, and/or services.

Pace will not consider any document that is not submitted by Bidder with its Bid; this includes any document submitted by Bidder after Contract award.

**Bid is Irrevocable**

A Bid will be irrevocable for a period of 90 days from the date that Bids are due for all solicitations, except for Request for Quote, which will be irrevocable for a period of 60 days from the date that Bids are due, and except for Request for Proposal and Request for Qualification, which will be irrevocable for a period of 180 days from the date that Bids are due.

**Modification or Withdrawal of Bid**

Bidder may modify its Bid by sending an email to [bids@pacebus.com](mailto:bids@pacebus.com) no later than the date and time that Bids are due.

Prior to the date and time that Bids are due, Bidder may submit a request to withdraw its Bid by sending an email to [bids@pacebus.com](mailto:bids@pacebus.com). If Pace approves that request, Bidder may submit a subsequent Bid, provided the date and time that Bids are due has not passed. If Pace receives that subsequent Bid after the date and time that Bids are due, that subsequent Bid will be treated as a late submission.

**Bid Mistakes and Minor Informalities**

A Bid defect that is an immaterial nonconformity/minor informality is one of form and not of substance. It is also one that can be corrected or waived without prejudice to the other Bidders. Pace may excuse minor informalities or irregularities in Bids if Pace, in its sole discretion, determines that doing so will serve the best interests of Pace and that the spirit of fair competition will be maintained.

If a Bidder has identified a mistake in its Bid prior to Contract award and wants to withdraw its Bid, Bidder may submit a request to withdraw its Bid via email to [bids@pacebus.com](mailto:bids@pacebus.com). Bidder will be allowed to withdraw its Bid if Pace, in its sole discretion, has determined that:

- (a) the mistake is clearly evident on the face of the Bid, but the intended correct Bid is not similarly evident; or
- (b) Bidder submits proof that clearly and convincingly demonstrates that Bidder made a mistake.

**Tie Bids**

“Tie Bids” means responsive Bids from responsible Bidders that meet all the requirements specified in an RFQ or IFB, are identical in price, are the lowest Bid, and have the same delivery time if a delivery time is requested by Pace (e.g., solicitations for bus parts or fluids). In the event of Tie Bids, Pace’s Chief Procurement Officer (CPO) will determine the winning Bidder by drawing lots.

**Inquiries**

Bidder must submit its questions regarding this solicitation to Pace via email to [questionsandanswers@pacebus.com](mailto:questionsandanswers@pacebus.com) on or before the date and time that such questions are due in order to receive a response from Pace. The solicitation number must be referenced in the subject line of the email.

**Offer or Contract Award**

Pace will make an offer or award the Contract for this solicitation following approval of that award by Pace’s board of directors, executive director, and/or CPO, as required.

Pace may make an offer or award on any item for a quantity less than the quantity offered, at the unit prices offered, unless Bidder specifies otherwise in its Bid.

Pace may make more than one offer or award more than one Contract for this solicitation.

**PROTESTS****(a) Protest Procedures**

(i) Pace will hear and consider a bona fide protest regarding its procurement actions in accordance with the following procedures. Notwithstanding the availability of those protest procedures, any interested party is encouraged to exhaust all methods described in this Contract to resolve a procurement issue before filing a formal protest with Pace.

**(ii) Definitions**

For purposes of this section:

(A) “Interested party” means any person (1) who is an actual bidder/proposer/offeror or prospective bidder/proposer/offeror in the procurement involved and (2) whose direct economic interest would be affected by the award of the contract or by the failure to award the contract. A subcontractor does not qualify as an interested party.

(B) “Regulation(s)” means Pace’s Regulations Governing Public Bidding.

**(iii) Submission of Protests**

Any interested party may file a protest with Pace on the basis that Pace has failed to comply with applicable federal or state law or with the Regulations. The interested party must file the protest in accordance with the timing requirements set forth in subsection (iv) of this section. The protest must include:

(A) the name, address, telephone, fax number, and email address of the protestor and the protestor’s relationship to the solicitation;

(B) identification of the solicitation;

(C) a description of the nature of the protest, referencing portion(s) of the solicitation involved;

(D) identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;

- (E) a complete discussion of the basis for the protest, including all supporting facts, documentation, or data;
- (F) any document(s) relevant to the protest (documents readily available on the internet may be referenced to an appropriate link);
- (G) a statement of the specific relief requested;
- (H) a statement certifying the truth and accuracy of the information and written documentation in the protest submittal; and
- (I) the signature of the protestor if an individual or of an owner or officer of the protestor if not an individual.

The protestor is solely responsible for the completeness and the validity of the information provided. The protestor's protest must be accompanied by any and all information, written documentation, and/or argument concerning the issue of whether Pace has failed to comply with applicable federal or state law or with the Regulations. Pace's CPO will not consider any additional, supplemental, amended, or revised information, documentation, and/or argument received by Pace's CPO after the protestor's submission of its protest, absent Pace CPO's written request for the same. The protestor will have the opportunity to meet with Pace's CPO to discuss the issue of whether Pace has failed to comply with applicable federal or state law or with the Regulations, provided the protestor's protest requests a meeting. Pace's CPO will determine whether the requested meeting takes place in person or virtually.

Protests must be in writing; must be addressed to Pace, the Suburban Bus Division of the Regional Transportation Authority, 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: Chief Procurement Officer; and must be submitted to Pace by personal delivery, commercial overnight delivery, or registered or certified mail, return receipt requested, with proper postage prepaid. Pace will not consider any protests submitted by email.

(iv) Types of Protests and Timing

The requirement for the timely receipt of a protest will depend upon the type of protest involved. Pace will consider the following types of protests by interested parties:

(A) Protests Regarding Solicitation

Pace must receive any protest regarding a Pace solicitation no later than 10 days before the public opening of bids or receipt of proposals. If the protest addresses an amendment to the solicitation, Pace must receive that protest no later than 10 days before the public opening of bids or receipt of proposals or five days after the date of issuance of the amendment, whichever is later. Pace will not consider any protest received after that time.

This type of protest includes any claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of the contract award, or any claim that the solicitation documents or the solicitation process violated applicable federal or state law or that Pace failed to follow the Regulations in the solicitation of bids or proposals.

**(B) Protests Regarding Bid Evaluation (IFB)**

Pace must receive any protest regarding an evaluation of bids submitted in response to a Pace IFB no later than five days after the public opening of the bids; provided, however, if any protest raises issues regarding an evaluation of bids submitted in response to a Pace IFB and those issues arose after that five-day period and before the date of the contract award, Pace must receive that protest no later than five days after the date of the contract award. Pace will not consider any protest received after the applicable time period specified in this paragraph.

This type of protest includes any challenge to determinations by Pace of the responsiveness of a bid or the responsibility of a bidder or any claim that the evaluation of bids violated federal or state law or the Regulations.

**(C) Protests Regarding Proposal Evaluation (RFP)**

The RFP evaluation process, and all evaluation materials associated with this process, will be considered confidential until final contract award. Therefore, Pace must receive any protest regarding the evaluation of proposals submitted in response to a Pace RFP no later than five days after the date of the contract award. Pace will not consider any protest received after that time.

This type of protest includes any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer or any claim that the evaluation of proposals violated federal or state law or the Regulations.

**(D) Protests Regarding Contract Award**

Pace must receive any protest regarding a Pace contract award no later than five days after the date of the award. Pace will not consider any protest received after that time.

Pace will only entertain this type of protest if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that Pace violated federal or state law or the Regulations in the contract award.

**(v) Protest Responses by Pace****(A) Evaluation of Protests**

Pace's CPO may request additional information from the protestor or others, as necessary to determine the validity of the protest. Pace may, in its sole discretion, meet with the protestor to review the matters raised by the protest. Pace's evaluation of the particular types of protests will be in accordance with the following provisions, except as otherwise provided in subsection (vi) of this section.

**(B) Protests Regarding Solicitation**

Upon receipt of a timely protest regarding a Pace solicitation, Pace may, in its sole discretion, postpone the public opening of bids for an IFB or the closing date for an RFP until resolution of the protest. If Pace opts to postpone, Pace will not accept additional bids for the solicitation during the period of postponement.

If the protest involves a claim of unduly restrictive or exclusionary specifications, Pace, in evaluating the protest, will consider both the specific need of Pace for the feature or item challenged and any negative impact on competition by the specification for the feature or item. If Pace, in its sole discretion, determines that feature or item was included in the specification to meet justified and valid transit needs of Pace and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

(C) Protests Regarding Bid Evaluation (IFB)

Upon receipt of a timely protest regarding the evaluation of bids which were submitted in response to a Pace IFB, Pace will suspend its evaluation of bids or contract award in connection with the IFB, if necessary, until the resolution of the protest if Pace, in its sole discretion, determines that the protestor has presented substantial evidence in support of its protest on the responsiveness of a bid, the responsibility of a bidder, or Pace's compliance with federal or state law or the Regulations.

(D) Protests Regarding Proposal Evaluation (RFP)

Upon receipt of a timely protest regarding the evaluation of proposals which were submitted in response to a Pace RFP, Pace will suspend its evaluation of proposals, if necessary, until the resolution of the protest if Pace, in its sole discretion, determines that the protestor has presented substantial evidence in support of its protest on the responsiveness of a proposal, the responsibility of a proposer, or Pace's compliance with federal or state law or the Regulations.

(E) Protests Regarding Contract Award

Upon receipt of a timely protest regarding a Pace contract award, Pace will issue a stop-work order, if necessary, until the resolution of the protest if Pace, in its sole discretion, determines that the protestor has established that the contract was awarded fraudulently or in violation of federal or state law or the Regulations.

(vi) Decisions by Pace

Notwithstanding the pendency of a protest, Pace may proceed with the procurement process or the contract in the following cases:

- (A) where the item to be procured is urgently required;
- (B) where Pace determines that the protest is vexatious or frivolous; or
- (C) where delivery or performance will be unduly delayed or other undue harm will occur by failure to make the award promptly.

Pace's CPO will issue a written decision within 21 days after receipt of the protest. That decision will be based on the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the contract. If the protest is denied, Pace will lift any suspension imposed and proceed with the procurement process or the contract.

(b) Appeal Procedure

Decisions of Pace's CPO may be appealed to Pace's General Counsel by the protestor within five days after the decision is issued to the protestor. The appeal must be in writing, must be addressed to Pace's General Counsel at 550 W. Algonquin Road, Arlington Heights, IL 60005, and must state with specificity, the basis for the appeal. Pace's General Counsel will review the written record of the protest and may conduct such further investigation as is deemed necessary to reach a decision. The General Counsel will issue a written decision within 21 days after receipt of the appeal; this time period may be extended in Pace's sole discretion, if necessary, to complete an investigation. The decision of the General Counsel is final and marks the conclusion of the administrative remedies through Pace.

FTA recipients have the responsibility for resolving contractual and administrative issues arising out of their third-party procurements, including protests. To that end, FTA will not substitute its judgment for that of Pace unless the matter is primarily a federal concern.

(c) Attorneys' Fees

In the event Pace hires legal counsel to enforce Pace's rights or to defend Pace in connection with a protest and Pace is the prevailing party, the protestor will be obligated to pay all costs and expenses, including attorneys' fees, incurred by Pace in connection with that enforcement or defense.

**U.S. DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA), ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA) REQUIREMENTS**

For purposes of this exhibit, unless otherwise defined herein, “Grantee” or “grantee” means Pace, and “Grantor” or “grantor” means DOT, FTA, IDOT, and/or RTA.

**Americans with Disabilities Act (ADA):** Contractor shall comply with all applicable requirements of section 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, Contractor shall comply with any and all applicable requirements issued by FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the project.

**Bond Requirements:**

- (1) **Bid Guarantee.** Contractor shall furnish a Bid Guarantee in the form of a bid bond issued by a responsible bank or trust company and made payable to Pace. The amount of the Bid Guarantee shall be equal to \$ \_\_\_\_\_ or \_\_\_\_\_% of Contractor’s total Bid price.

Pace may reject any and all Bids or part of any Bid, and Contractor may not withdraw its Bid for a period of 30 days for a Request for Quote, 90 days for an Invitation for Bid, and 180 days for a Request for Proposal or Request for Qualification after the date that Bids are due, without the prior written consent of Pace.

If Contractor should withdraw any part or all of its Bid within 90 days for an IFB or 180 days for an RFP or LIQ after the date that Bids are due without the prior written consent of Pace, or refuse or be unable to enter into this Contract, or refuse or be unable to furnish adequate and acceptable performance and payment bonds, or refuse or be unable to furnish adequate and acceptable insurance, Contractor shall forfeit its Bid Guarantee to the extent of Pace’s damages occasioned by such withdrawal, or refusal, or inability to enter into this Contract, or provide adequate security thereof.

To the extent the defaulting Contractor's Bid Guarantee is inadequate to fully recompense Pace for the damages occasioned by default, then Contractor shall indemnify Pace and pay over to Pace the difference between the Bid Guarantee and Pace’s total damages so as to make Pace whole.

- (2) **Performance Guarantee.** A Performance Guarantee satisfactory to Pace and in an amount equal to 100% of this Contract’s value is required to ensure faithful performance of this Contract. Contractor shall provide Pace with either a Performance Bond (AIA Document A341) or an Irrevocable Stand-by Letter of Credit. Those Performance Guarantees shall remain in full force and effect for the term of this Contract or Contractor’s warranty obligations under this Contract, whichever is longer. Contractor shall certify that it will provide the requisite Performance Guarantee to Pace within 10 business days after Contract award. Pace requires a fully qualified surety company acceptable to Pace and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described under that regulation to provide all Performance Bonds. Pace may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal 100% of the increase in the Contract price. Pace may secure additional protection by directing Contractor to increase the amount of the existing bond or to obtain an additional bond.

If Contractor chooses to provide a Letter of Credit as its Performance Guarantee, Contractor shall furnish, with its Bid, certification that an Irrevocable Stand-by Letter of Credit will be furnished should this Contract be awarded to Contractor. Contractor shall also provide a statement from the banking institution certifying that banking institution will provide an Irrevocable Stand-by Letter of Credit for the action if this Contract is awarded to Contractor. Pace will only accept the Irrevocable Stand-by Letter of Credit if:

- (i) A bank in good standing issues it. Pace will not accept a Letter of Credit from an entity other than a bank.
- (ii) It is in writing and signed by the issuing bank.
- (iii) It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
- (iv) Pace is identified as the beneficiary.

- (v) It is in an amount equal to 100% of the Contract value. This amount shall be in U.S. dollars.
- (vi) The effective date of the Letter of Credit is the same as the effective date of this Contract.
- (vii) The expiration date of the Letter of Credit coincides with the term of this Contract.
- (viii) It indicates that it is being issued in order to support the obligation of Contractor to perform under this Contract. It shall specifically reference this Contract between Pace and Contractor and the work stipulated in this Contract.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to those below) to the issuing bank's representative at a location and time to be determined by the parties. That documentation will indicate that Contractor is in default under this Contract.

- (3) **Payment Bonds.** Contractor shall furnish Pace with a Labor and Materials Payment Bond (AIA Document 311; no other form will be accepted) satisfactory to Pace and in an amount equal to the full value of this Contract, plus interest due on that amount, within 10 days after Contract award as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. A fully qualified surety company acceptable to Pace and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described under that regulation may issue the bond.
- (4) **Attorney-In-Fact.** Any attorney-in-fact who signs a bond shall attach a copy of the applicable power of attorney to the bond.

**SAMPLE BOND CERTIFICATIONS:**

**PERFORMANCE GUARANTEE CERTIFICATION**

The undersigned Contractor hereby certifies that it shall provide a Performance Guarantee in accordance with the specifications.

Designate below which form of Performance Guarantee shall be provided:

\_\_\_\_\_ Performance Bond

\_\_\_\_\_ Irrevocable Stand-By-Letter of Credit

CONTRACTOR'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_

\_\_\_\_\_  
 (Insert full name and address and legal title of Contractor), as Principal, hereinafter called Contractor, and  
 \_\_\_\_\_ (Insert full name and address and legal title of Surety), as Surety, hereinafter called Surety, are held and firmly bound unto Pace, the Suburban Bus Division of the Regional Transportation Authority, as Obligee, hereinafter called Pace, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, \_\_\_\_\_, entered into a contract with Pace for Contract No. \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Pace.

Whenever Contractor shall be, and is declared by Pace to be, in default under the Contract, Pace having performed Pace's obligations under the Contract, 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 completing the Contract in accordance with the Contract's terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Pace elects, upon determination by Pace and Surety jointly of the lowest responsible bidder, arrange for a contract between that bidder and Pace, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, means the total amount payable by Pace to Contractor under the Contract and any amendments thereto, less the amount that Pace properly paid to Contractor.

Any suit under this bond shall be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Pace or the heirs, executors, administrators, or successors of Pace.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

Name of Principal: \_\_\_\_\_

Signature of Authorized Signatory of Principal: \_\_\_\_\_

Name and Title of Authorized Signatory of Principal: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ (SEAL)

**SURETY:**

Name of Surety: \_\_\_\_\_

Signature of Authorized Signatory of Surety: \_\_\_\_\_

Name and Title of Authorized Signatory of Surety: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ (SEAL)

**ATTACH HERETO PROOF OF AUTHORITY OF OFFICERS OR AGENTS TO SIGN BOND.**

**IRREVOCABLE STAND-BY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is the \_\_\_\_\_ (Insert Title) of the \_\_\_\_\_ (Insert Name of Beneficiary) (the "Beneficiary") and hereby certifies on behalf of the Beneficiary to \_\_\_\_\_ (Insert Name of Issuing Bank) (the "Bank"), with reference to Irrevocable Stand-by Letter of Credit No. \_\_\_\_\_ issued by the Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An event of default has occurred under Contract No. \_\_\_\_\_.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(INSERT NAME OF BENEFICIARY)

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BANK DRAFT**

FOR VALUE RECEIVED,

Pay on presentment to \_\_\_\_\_ (Insert Name of Beneficiary) the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Charge the account of \_\_\_\_\_ (Insert Name of Issuing Bank) Irrevocable Stand-by Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_.

To \_\_\_\_\_ (Insert Name of Issuing Bank)

(INSERT NAME OF BENEFICIARY)

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Bus Testing:** Contractor shall comply with the bus testing requirements under 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make the report(s) publicly available prior to final acceptance of the first vehicle by Pace.

**Cargo Preference Requirements:** Contractor shall:

- (1) use privately owned United States-flag commercial vessels, if available, to transport at least 50% of any equipment, materials, or commodities, which are procured, contracted for, or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. government under this Contract and which may be transported by ocean vessel;

- (2) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 C.F.R. § 381.7(a)(1) to Pace (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590; and
- (3) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Changes to Federal Requirements:** Federal requirements that apply to Pace or the award, the FTA Master Agreement between Pace and FTA, and any amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in that FTA Master Agreement, including any information incorporated by reference and made part of that FTA Master Agreement. Applicable changes to those federal requirements will apply to each third-party agreement and parties thereto at any time.

**Charter Service:** Contractor shall comply with 49 U.S.C. §§ 5323(d) and 5323(r) and 49 C.F.R. part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d); FTA regulations, "Charter Service," 49 C.F.R. part 604; any other federal Charter Service regulations; or federal guidance, except as FTA determines otherwise in writing. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on Contractor. Those corrective measures and remedies may include barring Contractor or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance; or any other appropriate remedy that may apply. Contractor should include the substance of this clause in each subcontract that may involve operating public transit services.

**Civil Rights Laws and Regulations:**

The following federal civil rights laws and regulations apply to all contracts.

Contractor and its subcontractors shall comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C 2000d, and DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F.R. part 21 and any implementing requirement FTA may issue.

- (1) Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
  - (a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
  - (b) Prohibition Against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title V of the Civil Rights Act of 1964, 49 C.F.R. part 21, and 49 U.S.C. § 5332 prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- (2) Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- (3) Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.

- (4) Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

### Civil Rights and Equal Opportunity

Pace is an equal opportunity employer. As such, Pace shall comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, Pace shall comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, Contractor shall at all times comply with the following requirements and shall include the requirements in each subcontract entered into as part thereof:

- (1) **Nondiscrimination.** In accordance with federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq.; Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; and federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reasons of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (5) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against individuals on the basis of disability. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (6) **Federal Law and Public Policy Requirements.** Contractor shall ensure that federal funding is expended in full accordance with the U.S. Constitution, federal law, and statutory and public policy requirements, including but not limited to those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**Clean Air Act and Federal Water Pollution Control Act:** The following applies for contracts of amounts in excess of \$150,000:

- (1) **Clean Air Act.**
  - (a) Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - (b) Contractor shall report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the Environmental Protection Agency.
  - (c) Contractor shall include the foregoing requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FTA.
- (2) **Federal Water Pollution Control Act.**
  - (a) Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
  - (b) Contractor shall report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to the FTA and the appropriate Regional Office of the Environmental Protection Agency.

- (c) Contractor shall include the foregoing requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FTA.

**Conformance with Its National Architecture:** Intelligent Transportation Systems (ITS) projects must conform to the National ITS Architecture and standards pursuant to 23 C.F.R. part 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 C.F.R. parts 613 and 621).

**Contract Work Hours and Safety Standards Act:**

This requirement applies to all FTA grant and cooperative agreement programs.

Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. part 5. See 2 C.F.R. part 200, Appendix II(E).

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Those requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which such laborer or mechanic is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or to contracts for transportation or transmission of intelligence.
- (2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, that Contractor and subcontractor will be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to that District, or to that territory) for liquidated damages. Those liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for Unpaid Wages and Liquidated Damages.** Pace shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of that Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Davis-Bacon Act and Copeland Anti-Kickback Act:** For all prime construction, alteration, or repair contracts in excess of \$2,000 and funded in whole or in part by the FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148, as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with that statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Domestic Preferences for Procurements:** Pursuant to 2 C.F.R. § 200.322 (Domestic preferences for procurements), Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this clause must be included in all subawards, contracts, and purchase orders under federal awards.

**Energy Conservation:** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**Fly America:**

- (1) Definitions. As used in this clause:
  - (a) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - (b) “United States” means the 50 states, the District of Columbia, and outlying areas.
  - (c) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- (2) When federal funds are used to fund travel, section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) (Fly America Act) requires contractors, agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. That Act also requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (3) If available, Contractor, in performing work under this Contract, shall use U.S.- flag air carriers for international air transportation of personnel (and their personal effects) or property.
- (4) In the event Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation essentially as follows:
 

Statement of Unavailability of U.S.-Flag Air Carriers  
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see FAR § 47.403): [state reasons].
- (5) Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this Contract that may involve international air transportation.

**Incorporation of FTA Terms:** The federal provisions in this Contract include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 C.F.R. part 200 or as amended by 2 C.F.R. part 1201, or in the most recent version of FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms will be deemed to control in the event of a conflict with

other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of FTA terms and conditions.

**No Government Obligation to Third Parties:** Notwithstanding any concurrence by the federal government in or approval of the solicitation or award of this Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and will not be subject to any obligations or liabilities to Pace, Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA and shall not modify the clause, except to identify the subcontractor who will be subject to its provisions.

**Notice to FTA and DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters:** If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify Pace, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the region in which Pace is located. Contractor must include a similar notification requirement in its third-party agreements and must require each third-party participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the federal government include, but are not limited to, the federal government’s interests in the award, the Master Agreement between the FTA and Pace, and any amendments thereto, or the federal government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Contractor shall promptly notify Pace, which will promptly notify the DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the region in which Pace is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq. or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct. This responsibility occurs whether the project is subject to the FTA Master Agreement or another agreement between Pace and FTA, or an agreement involving a principal, officer, employee, agent, or third-party participant of Pace. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Pace. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

**Patent Rights and Rights in Data:** If this Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes, certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant to Pace intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or DOT.

The terms of an intellectual property agreement and software license rights must be finalized prior to execution of this Contract and must, at a minimum, include the following restrictions:

Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Contract. Examples of “subject data” include, but are not limited to, computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of this Contract.

- (1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "federal government purposes," any subject data or copyright described below. For "federal government purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the federal government may not extend its federal license to any other party.
  - (a) Any subject data developed under this Contract, whether or not a copyright has been obtained; and
  - (b) Any rights of copyright purchased by Contractor using federal assistance in whole or in part by FTA.
- (2) Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under this Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under this Contract will become subject data as defined herein and will be delivered as the federal government may direct.
- (3) Unless prohibited by state law, upon request by the federal government, Contractor shall indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. Contractor will not be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.
- (4) Nothing contained in this clause on rights in data will imply a license to the federal government under any patent or will be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.
- (5) Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by this Contract is exempt from the requirements herein, provided Contractor identifies those data in writing at the time of delivery of the Contract work.
- (6) Contractor shall include the foregoing requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

**Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its Bid. Contractor shall participate and cooperate in all pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

**Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government may impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the federal government deems appropriate.

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the federal government may impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and shall not modify the clauses, except to identify the subcontractor who will be subject to the provisions.

**Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment:**

- (1) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain any equipment, service, or system that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment or services” is:

- (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (b) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (c) telecommunications or video surveillance services provided by such entities or using such equipment; or
  - (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - (3) See Public Law 115-232, section 889 for additional information.
  - (4) See also 2 C.F.R. § 200.471.

**Prompt Payment:** Contractor shall pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Contractor’s receipt of payment for that work. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this Contract is satisfactorily completed. Prompt payment and return of retainage requirements also apply to all lower-tier subcontractors.

Contractor must not terminate or substitute a DBE subcontractor performing work related to this Contract without the prior written consent of Pace and must make good-faith effort to engage another DBE subcontractor to perform at least the same amount of work.

**Public Transportation Employee Protective Arrangements:** Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- (1) **U.S. Department of Labor Certification.** Under this Contract or any amendments to this Contract that involve public transportation operations that are supported with federal assistance, a certification issued by the U.S. Department of Labor is a condition of this Contract.
- (2) **Special Warranty.** If this Contract involves public transportation operations and is supported with federal assistance appropriated or made available by 49 U.S.C. § 5311, the U.S. Department of Labor will provide a Special Warranty for its award, including its award of federal assistance under the Tribal Transit Program, and the Special Warranty is a condition of this Contract.
- (3) **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA may make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23 of the United States Code (flex funds) and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated in this Contract as required.

**Safe Operation of Motor Vehicles:**

- (1) **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or Pace.

- (2) **Distracted Driving.** Contractor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules or programs to prohibit text messaging while driving and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**School Bus Operations:** Contractor shall comply with 49 U.S.C. § 5323(f) and 49 C.F.R. part 605 and shall not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under federal transit laws, specifically 49 U.S.C § 5323(f); FTA regulations, "School Bus Operations," 49 C.F.R. part 605; any other federal school bus regulations; or federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this Contract, FTA may bar Contractor from receiving federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, Contractor may not use the federally funded equipment, vehicles, or facilities.

Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may involve operating public transit services.

**Seismic Safety:** Any new building or addition to an existing building must be designed and constructed in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations at 49 C.F.R. part 41, and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**Simplified Acquisition Threshold:** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedure that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13)).

**Solid Wastes (Recovered Materials):** Pace and Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity required during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Substance Abuse Requirements:** Contractor shall establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Pace, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. Contractor shall certify annually its compliance with part 655 and submit the Management Information System (MIS) reports to Pace.

**Trafficking in Persons:** Contractor and its employees that participate in Pace's award may not:

- (1) engage in severe forms of trafficking in persons during the period of time that Pace's award is in effect;
- (2) procure a commercial sex act during the period of time that Pace's award is in effect; or
- (3) use forced labor in the performance of Pace's award or sub-agreements thereunder.

**Veterans Hiring Preference:** If working on a capital project funded using federal financial assistance, Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. § 2108) who have the requisite skills and abilities required to perform construction work required under this Contract. This clause must not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Buy America and Build America, Buy America Requirements:** Contractor shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70901 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 C.F.R. part 184.

Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall submit the appropriate Buy America certification to Pace. Bids that are not accompanied by a completed Buy America certification will be rejected as non-responsive. For more information, please see FTA’s Buy America webpage at <https://www.transit.dot.gov/buyamerica>.

**Debarment and Suspension (Executive Orders 12549 and 12689):** A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor shall include a similar provision in each lower tier covered transaction, ensuring that each lower tier third-party participant: (1) complies with federal debarment and suspension requirements; and (2) reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

**Federal Tax Liability and Recent Felony Conviction**

When submitting its Bid to Pace, Contractor shall certify that it:

- (1) does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) was not convicted of a felony criminal violation under any federal law within the preceding 24 months.

If Contractor cannot certify, Pace will refer the matter to FTA and not enter into any contract with Contractor without FTA’s written approval.

Contractor shall flow down the requirement in this provision to participants at all lower tiers without regard to the value of any sub-agreement.

**Restrictions on Lobbying:**

- (1) **Conditions on Use of Funds.**
  - (a) No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (b) Each person who requests or receives from an agency a federal contract, grant, loan, or cooperative agreement must file with that agency a certification that the person has not made, and will not make, any payment prohibited by

paragraph (a) of this section.

- (c) Each person who requests or receives from an agency a federal contract, grant, loan, or a cooperative agreement must file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan must file with that agency a statement whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan must file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with that loan insurance or guarantee.

(2) **Certification and Disclosure.**

- (a) Each person must file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) award of a federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

- (b) Each person must file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) a federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- (2) a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) a change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section

- (1) a subcontract exceeding \$100,000 at any tier under a federal contract;
- (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a federal grant;
- (3) a contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or
- (4) a contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement

must file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, must be forwarded from tier to tier until received by the person referred to

in paragraphs (a) or (b) of this section. That person must forward all disclosure forms to the agency.

- (f) Any certification or disclosure form filed under paragraph (e) of this section will be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation will be borne solely by the tier filing that representation and will not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989 but not made before that date, certifications are required at award or commitment, covering activities occurring between December 23, 1989 and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions but not made before December 23, 1989, disclosure forms are not required at time of award or commitment but must be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C of 49 C.F.R. part 20.

**Transit Vehicle Manufacturer (“TVM”).** If Contractor is a transit vehicle manufacturer wanting to submit a Bid in response to an FTA-assisted transit vehicle procurement, Contractor certifies that it has complied with the requirements of 49 C.F.R. § 26.49. In the event Pace, in its discretion and with FTA approval, establishes project-specific goals for DBE participation in the procurement of transit vehicles from specialized manufacturers when a TVM cannot be identified, Contractor’s certification will not apply.

**Financial Assistance Contract:** This Contract is subject to the terms and conditions of the financial assistance agreements between Pace and other sponsoring agencies, including the FTA, IDOT, and RTA. Contractor and its subcontractors shall comply with the requirements of those agreements.

**Illinois Prevailing Wage Act:** It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers, and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics, and other workers employed in any public works, as defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Public works is defined as all fixed works constructed or demolished by any public body or paid for wholly or in part out of public funds.

Only those laborers, workers, and mechanics who are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers, and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacture or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.

**Illinois Public Construction Bond Act (30 ILCS 550/0.01 et seq.):** For public works contracts over \$150,000.00 until January 1, 2029 and for public works contracts over \$50,000.00 on or after January 1, 2029, all officials, boards, commissions, or agents of a political subdivision of the State of Illinois shall require every contractor for the work to furnish, supply, and deliver a bond with good and sufficient sureties to the political subdivision. The surety on the bond must be a company that is licensed by the Department of Insurance authorizing the company to execute surety bonds, and the company must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency. The amount of the bond will be fixed by the officials, boards, commission, commissioners, or agents of the political subdivision, and the bond, among other conditions, must be conditioned for the completion of the contract, for the payment of material, apparatus, fixtures, and machinery used in the work, and for all labor performed in the work, whether by subcontractor or otherwise. If the contract is for emergency repairs as provided in the Illinois Procurement Code, proof of payment for all labor, materials, apparatus, fixtures, and machinery may be furnished in lieu of the required bond. The surety bond may be acquired from the company, agent, or broker of the contractor’s choice. The bond and sureties will be subject to the right of reasonable approval or disapproval, including suspension, by the political subdivision. When other than motor fuel tax funds, federal-aid funds, or other funds received from the State of Illinois are used, the political subdivision may allow the contractor to provide a non-diminishing irrevocable bank letter of credit in lieu of the bond on public works contracts under \$100,000.00. The contractor and its subcontractors must not withhold retainage from their respective subcontractors in excess of (a) 10% of any payment made prior to the date of completion of 50% of the contract and (b) 5% of any payment made on or after the date of completion of 50% of the contract.

Contractor shall comply with the Illinois Public Construction Bond Act and cooperate with the political subdivision regarding any matters relating to compliance with that Act, including providing information, documents, and the bond or bond substitute required for such compliance.

**Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b).

The grantee shall ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance. Contractor shall cooperate with grantee regarding any matters relating to compliance with the Illinois Works Apprenticeship Initiative, including promptly completing and submitting forms and documents and providing information and documents required for such compliance upon grantee’s written request.

**Bid Rigging:** The Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

**Changes in State Requirements:** The Grantee agrees that the most recent of such state requirements in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing state requirements, the Grantee agrees to include in all third-party contracts financed in whole or in part with State assistance, specific notice that state requirements may change, and such changed requirements will apply to the Project and the contract(s).

**Compliance with Nondiscrimination Laws:** The Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity, including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/101 et seq.), including, without limitation, 44 Ill. Admin. Code part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. 2000a- and 2000h-6) (see also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)];
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 U.S.C. 12101 et seq.); and
- (f) The Age Discrimination Act (42 U.S.C. 6101 et seq.).

**Contracts of the Grantee:** The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract and that the contract shall be subject to the terms and conditions of this Agreement.

**Debarment and Suspension:** The Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 C.F.R. 200.205(a) or by the state (see 30 ILCS 708/25(6)(G)).

The Grantee certifies that it is in compliance with subpart C of 2 C.F.R. part 180 as supplemented by 2 C.F.R. part 376, subpart C.  
April 2026

**Debt to State:** The Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

**Documentation of Project Costs:** All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

**Drug Free Workplace:** The Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to the applicable Grant Agreement between IDOT and the RTA.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantee's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) 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 section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

**\*\*THIS IS A SPECIMEN. THE STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION THAT CONTRACTOR MUST SIGN IF APPLICABLE IS LOCATED BELOW WITH THE OTHER CERTIFICATIONS.\*\***

\_\_\_\_\_  
Signature of Authorized Representative  
Title:  
Date:

**General Audit and Inspection:** The Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

**Goods from Child Labor Act:** The Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

**Illinois Works Review Panel:** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**International Boycott:** The Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 C.F.R. parts 730 through 774).

**Labor Law Compliance:** The Grantee agrees to comply with all labor laws pertaining to the Project, if any, and all applicable state and federal laws and regulations, including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee should be aware that the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.) may apply to contracts funded or financed in whole or in part with State funds.

The Grantee also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to such compliance.

**Organizational Conflict of Interest:** The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or the Grantee or impair the objectivity in performing the contract work.

**Prohibited Interest of Local Officials:** No members, officers, or employees of Pace or local public officials at Pace may, during their tenure and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**Pursuant to Federal, State, and Local Law:** In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state, and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

**Records Retention:** The Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 C.F.R. 200.337, unless a different retention period is specified in 2 C.F.R. 200.337 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.

**Third-Party Contract Changes:** After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor, and, where required, until the Uniform Budget has been amended by the Grantor as may be necessary to accommodate such change or modification.

**Allowable Costs:** Grant funds shall only be used to pay or reimburse the Grantee for Allowable Costs for a Project which meet all of the requirements set forth below and are consistent with the terms of the applicable Grant Agreement between the RTA and Pace.

**Audits:** The Grantee shall permit, and shall require its contractors to permit, at any time, the RTA, or any representative authorized by the RTA to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with regard to each Project, and to audit the books, records, and accounts of the Grantee and its contractors with regard to each Project. The RTA also may require the Grantee to furnish at any time prior to closeout of any Subgrant within the Grant, audit reports with respect to the Subgrant prepared according to generally accepted accounting principles. The Grantee agrees to promptly comply with recommendations contained in any RTA audit report.

**Labor Law Compliance:** The Grantee agrees to comply with the Labor Law Compliance provisions of any FTA Grant Contract pertaining to any Project funded by this Grant and all applicable federal and state labor laws and regulations, including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

The Grantee also agrees to require any contractor doing construction work or performing professional or consulting service in connection with any Project to agree to adhere to the requirements of this Article. Each contract and subcontract for construction shall contain a project labor agreement (PLA) approved by the RTA unless the RTA agrees to proceed with a contract otherwise.

**Pursuant to Federal, State, and Local Law:** In performance of its obligations pursuant to this Agreement, the Grantee and the contractors shall comply with all applicable provisions of federal, state, and local law, and in particular those laws specifically listed in the applicable Grant Agreement between the RTA and Pace.

**Records Retention:**

- (a) Financial records, supporting documentation, statistical records, and all other records pertinent to a Grant must be retained by recipients and be made readily available to authorized representatives of the RTA with the following qualifications:
  - (1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;
  - (2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

- (3) Records of property acquired with RTA funds must be retained for three years after final disposition of the property, or such longer period as may be required by the terms of the applicable Grant Agreement between the RTA and Pace.

**NOT APPLICABLE**

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS  
FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS**

Bidder shall complete this certificate and submit it to Pace with Bidder's Bid if the procurement exceeds \$150,000.00; steel, iron, or manufactured products (as defined in 49 C.F.R. §§ 661.3 and 661.5) are being procured; and federal funds are to be utilized. Pace will reject as non-responsive a Bid that is not accompanied by a completed Buy America certificate.

*Certificate of Compliance with Buy America Requirements*

Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Certificate of Non-Compliance with Buy America Requirements*

Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS  
FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT**

Bidder shall complete this certificate and submit it to Pace with Bidder's Bid if the procurement exceeds \$150,000.00, buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, and federal funds are to be utilized. Pace will reject as non-responsive a Bid that is not accompanied by a completed Buy America certificate.

*Certificate of Compliance with Buy America Requirements*

Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. § 661.11.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Certificate of Non-Compliance with Buy America Requirements*

Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C) and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH BUILD AMERICA, BUY AMERICA REQUIREMENTS  
FOR IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS  
USED FOR INFRASTRUCTURE**

Bidder shall complete this certificate and submit it to Pace with Bidder's Bid if iron, steel, manufactured products, or construction materials, will be used for infrastructure (as that term is defined in section 70912 of the Build America, Buy America Act) and federal funds are to be utilized. Pace will reject as non-responsive a Bid that is not accompanied by a completed Build America, Buy America certificate.

*Certificate of Compliance with Build America, Buy America Requirements*

Bidder hereby certifies that it will comply with the requirements of Pub. L. 117-58, div. G, tit. IX, §§ 70901 – 70927.

**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Company:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

*Certificate of Non-Compliance with Build America, Buy America Requirements*

Bidder hereby certifies that it cannot comply with the requirements of Pub. L. 117-58, div. G, tit. IX, §§ 70901 – 70927, but it may qualify for a waiver to the requirements pursuant to Pub. L. 117-58, div. G, tit. IX, § 70914(b).

**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Company:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

NOT APPLICABLE

**STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantee's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) 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 section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Name of Organization's Authorized Representative

\_\_\_\_\_  
Title of Organization's Authorized Representative

\_\_\_\_\_  
Date

NOT APPLICABLE

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS CERTIFICATION**

The undersigned, on behalf of the Bidder identified below, certifies that the Bidder (a) does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (b) was not convicted of a felony criminal violation under any federal law within the preceding 24 months.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

\_\_\_\_\_  
Date

**NOT APPLICABLE**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned, on behalf of the Bidder identified below, certifies, to the best of the undersigned's knowledge or belief, that:

- (1) no federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- (2) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (the Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration); and
- (3) the Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

\_\_\_\_\_  
Date

NOT APPLICABLE

**DISCLOSURE OF LOBBYING ACTIVITIES**

OMB Control Number: 4040-0013  
Expiration Date: 2/28/2025

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. * Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/>					
* Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____					
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>					
* Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____					
<b>6. * Federal Department/Agency:</b> _____			<b>7. * Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant:</b>					
Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____					
<b>b. Individual Performing Services (include address if different from No. 10a)</b>					
Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____					
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact, upon which reliance was placed by the officer above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than 100,000 for each such failure.</b>					
* Signature: _____ * Name: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ Title: _____ Telephone No.: _____ Date: _____					
Federal Use Only:			STANDARD FORM LLL (REV. 7/1997) Authorized for Local Reproduction		

**Public Burden Disclosure Statement:** According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

**TRANSIT VEHICLE MANUFACTURER (“TVM”) CERTIFICATION**

The undersigned, on behalf of the Bidder identified below, certifies that the Bidder has complied with the requirements of 49 C.F.R. § 26.49.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder’s Authorized Representative

\_\_\_\_\_  
Name of Bidder’s Authorized Representative

\_\_\_\_\_  
Title of Bidder’s Authorized Representative

\_\_\_\_\_  
Date

**NOT APPLICABLE**

**INVITATION FOR BID NO.424077-1**  
**ELECTRICAL SERVICES AT PACE PASSENGER FACILITIES AND LOCATIONS**  
**SMALL BUSINESS ENTERPRISE SET-ASIDE**  
**SCOPE OF WORK**

---

**I. BACKGROUND**

Pace, the Suburban Bus Division of the Regional Transportation Authority (RTA), provides fixed route bus service, Dial-a-Ride Paratransit service, vanpool service, and special-event bus service throughout Chicago's six-county suburban region including suburban Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The service area encompasses a population of more than 4.5 million people with an employment base of 2.2 million. The agency is the sixth largest bus service provider in the United States and Canada. Pace began operating in 1984 after three transit boards were created by reform legislation. The other two service boards under the RTA are the Chicago Transit Authority, which provides bus and rail service within Chicago, and Metra, which provides commuter rail service. The RTA is a financial review, oversight, and planning agency. Pace is governed by a 13-member Board of Directors comprised of current and former suburban village presidents and city mayors. Pace owns and operates nine bus garages and has contracts with public and private carriers.

Paratransit service in the City of Chicago and the surrounding six-county suburban region includes ADA Paratransit Service and Dial-A-Ride Service. ADA Service is pre-arranged curb-to-curb service for persons with disabilities whose eligibility has been determined by the regional certification process. In general, Pace's ADA Paratransit Services operate in all service areas that are within  $\frac{3}{4}$  mile of Pace's/CTA's regular fixed routes and during the same days and hours as the regular fixed route service. Pace Dial-a-Ride is non-fixed route service utilizing vans and small buses to provide pre-arranged trips to and from specific locations within the Dial-a-Ride service area to individuals deemed eligible based on local requirements, usually elderly and/or disabled. Dial-a-Ride service is operated by both private contractors and local townships and municipalities.

**II. SCOPE OF WORK**

The Contractor is to provide all supervision, labor, material, parts, and equipment for the inspection, maintenance, and repair of the electrical and lighting systems at Pace passenger locations and facilities herein specified for a period of forty-eight (48) months. As specified this herein, maintenance and repairs shall be performed, on an as-needed basis, for all Pace locations and facilities, and monthly inspections shall be performed at thirteen (13) Pace locations and facilities. Location and facility information is found below. All work shall be properly supervised and performed by trained and qualified personnel in accordance with industry standards. The Contractor shall be able to provide a six (6) hour response for emergency repairs on a 24-hour per day, 365 days per year basis.

**III. DEFINITIONS**

- A. *Standard work hours*: Monday through Friday, except holidays, with standard work hours from 7:00 a.m. through 3:30 p.m.
- B. *Maintenance*: routine activities and/or corrective actions and/or preventative repairs performed on asset(s) to prevent damage and prolong life expectancy.
- C. *Repair*: restoration work on broken and/or damaged and/or inoperable asset(s) to return the asset(s) to full working condition.

#### **IV. CONTRACT REQUIREMENTS**

All work shall be completed in accordance with the specifications included herein. The Contractor may perform work using its workforce and/or approved subcontractors and shall remain fully responsible for all work performed. All repairs shall be billed on a time and material basis in accordance with Contractor's Price Proposal. The cost of any materials used shall be billed at the Contractor's cost, plus vendor markup per Exhibit D. Price Proposal, Part B *Estimated Material Cost for Four Years*. If requested by Pace, the Contractor shall provide proof of the cost of materials used. All permits, fees, licenses, tool costs and rentals are to be included in the labor rate. Monthly inspections shall be billed in accordance with Contractor's Price Proposal.

#### **V. TASKS**

##### **A. System**

The electrical and lighting systems consist of the following components:

- All lights and bulbs
- Sensors (motion and temperature)
  - Note: Future construction may include new types of sensors
- Electric wiring
- Fixtures
- Electrical conduit
- Convenience outlets
- Electric panels
- Switches
- Heaters
- Timers

##### **B. Location and Facility Monthly Inspection**

The Contractor shall perform a monthly inspection of the electrical and lighting systems at the following Pace locations and facilities. The number of locations may be adjusted by the Pace Authority, allowing for the addition or removal of sites as necessary.

- a. Barrington Road Park and Ride Lot

- b. Blue Island Park and Ride Lot
- c. Burr Ridge Park and Ride Lot
- d. Chicago Heights Terminal
- e. Elk Grove Park and Ride Lot
- f. Harvey Transportation Center
- g. Hillside Park and Ride Lot
- h. Homewood Park and Ride Lot
- i. I-90/IL-25 Park and Ride Lot
- j. Northwest Transportation Center
- k. Plainfield Park and Ride Lot
- l. Randall Road Park and Ride Lot
- m. Riverdale Bus Turnaround

Any additional locations maybe added at Pace's request in writing before any changes take effect. All change orders will be official upon execution by Pace's Chief Procurement Officer or the Executive Director. The Elgin Transportation Center, Prairie Stone Transportation Center, Pulse stations (up to forty-eight (48) in total), and the South Holland Park and Ride locations and facilities are exempt from monthly inspections. Detailed information regarding Pace locations and facilities covered under this contract is provided below.

2. Prior to all monthly inspections the Contractor shall assess and document each piece of equipment covered under this contract on the first monthly inspection visit for all locations requiring monthly inspections. All monthly location and facility inspections shall be completed, and the Contractor shall provide inspection reports, on a form acceptable to Pace, for all system inspections by the last business day of each month in which the inspections occurred. Additionally, during the inspection, the technician shall submit an Electrical Inspection report, which will include pictures of electrical equipment requiring repairs for each location inspected. This form will be accessible on all mobile devices, and a webpage link will be provided to the Contractor. A template and screenshots are included in Exhibit C. A copy of the paper report shall be furnished to the designated Pace representative. Each inspection report shall be signed by the person performing the inspection. The reports shall include a list of any deficiencies identified and/or routine maintenance service performed during the inspection. The reports shall also include:
  - a. Date and time of the inspection
  - b. Description of any authorized work performed
  - c. Description of any follow-up and repair work that may be required, including, but not limited to, estimated labor hours required, total labor cost, and list of materials required. Include the number of days required to complete work after authorization is given (include lead time for needed materials)

The Contractor shall complete all monthly inspections by the last business day of the month. Contractor shall not conduct the next monthly inspection for a given site before eighteen (18) business days from that site's last inspection date.

3. The monthly electrical and lighting inspections shall consist of:
  - a. Turning on all lights and noting lights that are not on
  - b. Inspecting the breaker panel to ensure that all circuits are properly operating
  - c. Testing automatic controls for timing accuracy and performance
  - d. Testing and inspecting interior and exterior heating units where applicable
  - e. Inspecting interior and exterior receptacles
  - f. Inspecting lighted signage and information displays
  - g. Conducting a general inspection of the location's or facility's wiring
  
4. No additional work is to be completed during the site inspection, beyond the requirements noted in Section IV, subsection B-3 and/or Section IV, subsection C-1. Should the Contractor discover an unsafe condition during inspection, the Contractor shall immediately notify the designated Pace representative of the unsafe condition and the work required to correct the unsafe condition, including a verbal estimate for material and labor. The designated Pace representative will issue a verbal authorization to complete the work. Once the emergency repair work to correct the unsafe condition is completed, the Contractor shall provide a written work order confirming the emergency repair work to correct the unsafe condition is completed, include all labor and material charges incurred, and inform the designated Pace representative that the unsafe condition has been corrected.
  
5. The Contractor shall maintain a list, by location, of all bulb and ballast parts required. When replacing bulbs and ballasts, the Contractor shall maintain a sufficient supply in order to complete the work specified in the inspection report. The Contractor shall test the system after new bulbs have been installed and verify that all lights are in working order. If the lights are not in working order, the Contractor shall identify the problem and contact the designated Pace representative with an estimate of repairs required as specified under Section IV, subsection C.

### **C. Maintenance/Repair Work**

In addition to the thirteen (13) monthly inspections at Pace locations and facilities, maintenance and repair work may also be required at Pace's Elgin Transportation Center, Prairie Stone Transportation Center, up to forty-eight (48) Pulse stations, and the South Holland Park and Ride Lot.

#### **1. Maintenance**

To reduce hazards, prevent damage, and prolong asset lifespan, the Contractor shall perform routine maintenance upon discovery of issues present at monthly inspections. This maintenance may occur either during the monthly inspection or at a follow-up location or facility visit but must be conducted in the most practical and expeditious manner, pending materials. All maintenance work shall be invoiced using the applicable

labor rates contained in this contract, as well as material costs. No travel charges will be applied. Charges shall commence upon the start of work.

2. Standard Repairs

Once the Contractor has identified the repair work that is necessary, the Contractor shall prepare a “not to exceed” cost estimate for the work using the applicable labor rates contained in this contract, material costs, and the time required for repairs. This “not to exceed” cost estimate must be approved in writing by the designated Pace representative prior to the commencement of any work. The contract purchase order number under which work is performed shall appear on all invoices.

3. Emergency Repairs

In the event of failure or damage to the system at a Pace location or facility, the Contractor shall be required to respond to the location or facility within six (6) hours of notification from Pace to perform required repairs. If the Contractor is unable to complete the necessary repair within this time frame, the system shall be shut down to reduce any hazard and prevent additional damage.

Emergency repairs shall be completed in accordance with requirements specified in:

- a. Section IV, subsection B-2 (unsafe conditions discovered during monthly inspection); and
- b. Section IV, subsection C-3 (in response to a Pace request due to system damage or system failure)

**VI. CONTRACTOR REQUIREMENTS**

The Contractor shall:

- A. Provide all supervision, labor, equipment and materials necessary to perform all authorized work;
- B. Ensure work is performed by trained, properly supervised personnel in accordance with acceptable industry standards;
- C. Not begin authorized work unless all labor, materials, equipment, and permits necessary to complete the repair work are available;
- D. Complete all authorized work in a timely and workmanlike manner (work to begin within forty-eight (48) hours of authorization by Pace) using new first-class materials approved by the original equipment manufacturer (OEM) or Pace-approved equal parts that are necessary to perform the work;
- E. Provide all barricades or other safety equipment necessary to protect all persons and property in and around the Pace location or facility;
- F. Notify the designated Pace representative of any delays in completing the work;

- G. Immediately contact the designated Pace representative with any additional work, not covered by the authorized work order, which is discovered during the completion of the authorized work;
- H. Not complete any additional work until it is authorized in writing by the designated Pace representative;
- I. Provide temporary power and lighting for projects that require outages with durations exceeding three hours.
- J. Notify the designated Pace representative when all authorized work is completed.

All scheduled, non-emergency work shall be performed on regular business days between the hours of 7:00 a.m. and 3:30 p.m., unless otherwise authorized by the designated Pace representative. All Contractor personnel shall indicate the date and their arrival and departure times at each location or facility on all inspection reports and work orders.

All work shall be completed in accordance with the Contract and authorized work order. It is the Contractor's responsibility to notify, in writing, the designated Pace representative of any situation that will prevent the work from being completed on time.

If, on an approved work order, additional work not previously identified by the Contractor is discovered or the cost to complete the work initially approved will exceed the initial cost estimate by more than 10%, Contractor shall stop work and contact the designated Pace representative to identify the additional work/cost required, the new/additional estimated costs and time needed to complete. Once written approval is received, the Contractor shall start the additional work or continue with the originally scheduled work as re-approved. Any cost incurred by the Contractor that has not been approved in writing by Pace will be the Contractor's responsibility.

The Contractor shall notify Pace when a given work order has been completed. Pace will inspect (within 3 to 5 business days of notice) and approve work. Once approved, the Contractor may then submit an invoice (dated from completion date). If work is not accepted, the Contractor shall be required to correct any deficiencies, at no additional cost to Pace. Once corrective work is approved, an invoice can be submitted and dated from the final approval date.

The Contractor shall ensure that:

- All repair work is complete as authorized/approved and that the system is in working order; any additional work required after the Contractor has verified that authorized work has been completed will be at the Contractor's expense
- All work is completed in the specified time frame

## **VII. COMMUNICATION AND COORDINATION**

Contact information for the designated Pace representative(s) shall be provided upon award.

Contractor shall understand that Pace locations and facilities covered under this contract have ongoing bus service, and that all work performed under this contract shall be completed with minimal disruption to Pace operations (including, but not limited to, vehicular and pedestrian traffic). Should the Contractor's work performed under this Contract require Pace operations to be temporarily re-routed or closed, the Contractor shall communicate with the designated Pace representative regarding work plans to ensure that all disruption to Pace service is minimized and shall not proceed with work until the designated Pace representative approves of such work plan(s).

### **PERIOD OF PERFORMANCE**

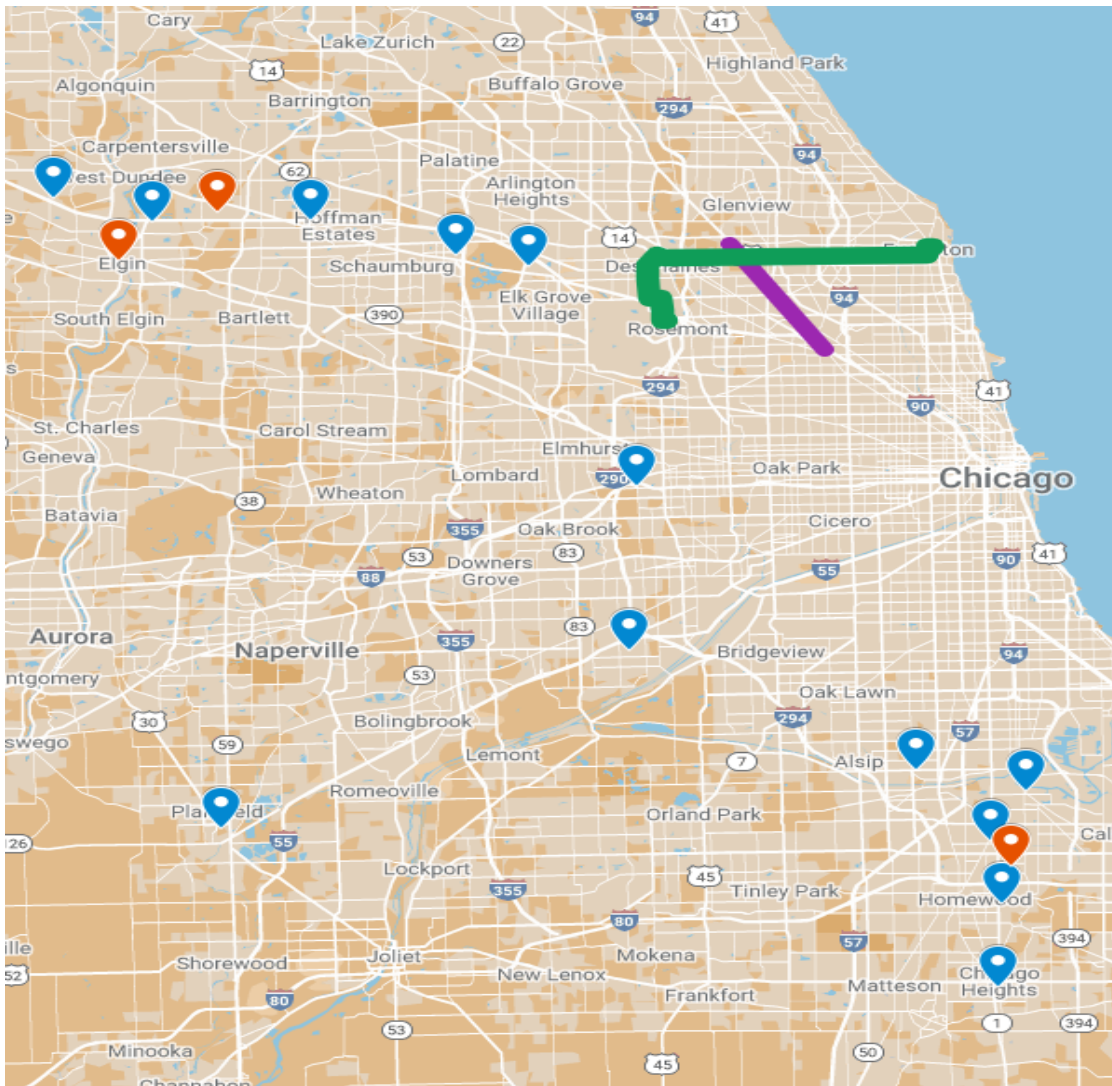
1. Contractor shall provide services for each location, as specified in this Scope of Work, from October 3, 2026, through October 2, 2030.

### **PLACE OF PERFORMANCE**

All work shall be performed at the Pace locations and facilities specified below. The quantity of locations may change if required by Pace Authority, allowing for the addition or removal of locations as needed.

- **Barrington Road Park and Ride Lot:** Northwest Corner, I-90/Barrington Road (enter off Central Road), Hoffman Estates, IL 60195
- **Blue Island Park and Ride Lot:** 3060 W. 127<sup>th</sup> Street, Blue Island, IL 60406
- **Burr Ridge Park and Ride Lot:** 7650 Lincolnshire Drive, Burr Ridge, IL 60521
- **Chicago Heights Terminal:** 1620 Vincennes Avenue, Chicago Heights, IL 60411
- **Elgin Transportation Center\*:** 103-106 West Chicago Street, Elgin, IL 60123
- **Elk Grove Park and Ride Lot:** 35 Northwest Point Boulevard, Elk Grove Village, IL 60007
- **Harvey Transportation Center^:** 15330 Park Avenue, Harvey, IL 60426
- **Hillside Park and Ride Lot:** 4840 West Darmstadt Road, Hillside, IL 60162
- **Homewood Park and Ride Lot:** 750 Ridge Road, Homewood, IL 60430
- **I-90/IL-25 Park and Ride Lot:** Southeast Corner, I-90/IL-25, Elgin, IL 60120
- **Northwest Transportation Center^:** 1730 Kimberly Drive, Schaumburg, IL 60193
- **Plainfield Park and Ride Lot:** 14740 Depot Drive, Plainfield, IL 60544

- **Prairie Stone Transportation Center\***: 5399 Trillium Boulevard, Hoffman Estates, IL 60192
- **PULSE Stations\***: Up to forty-eight (48) Pulse stations:
  - seventeen (17) along Milwaukee Avenue between Golf Mill Mall (in Niles) and the Jefferson Park Transit Center (in Chicago)
  - thirty-one (31) along Dempster Street and Lee Street/Mannheim Road between Davis Street CTA station (in Evanston) and O'Hare Multi-Modal Facility (in Chicago).
- **Randall Road Park and Ride Lot**: Across from 2270 Point Boulevard, Elgin, IL 60123
- **Riverdale Bus Turnaround**: 13600 Indiana Avenue, Riverdale, IL 60627
- **South Holland Park and Ride Lot\***: 400 W. 167<sup>th</sup> Street, South Holland, IL 60473 (*Building not included in contract*)





In the above map:

- **blue** markers indicate locations and facilities requiring monthly inspections
- **red** markers indicate locations and facilities that do not require monthly inspections
- the **purple** line is the Pulse Milwaukee route
- the **green** line is the Pulse Dempster route (expected completion July 2023)

*\*Please note that the Elgin Transportation Center, the Prairie Stone Transportation Center, the Pulse stations, and the South Holland Park and Ride locations and facilities do not require monthly inspection services under this contract. The Contractor shall perform repair and maintenance services at these locations and facilities as directed by Pace.*

*^Both the Harvey Transportation Center and Northwest Transportation Center are scheduled to undergo reconstruction during the term of this contract. Information regarding construction schedules and required work during construction will be provided to the Contractor.*

## Electrical Inspection Mobile Report

Copy link  

**New item**

Title

Electrical Inspection Report

Pace Location

—

Start Date

6/10/2025 11:03 AM

Attachments

Add attachments

Save Cancel

**INVITATION FOR BID NO.424077-1  
ELECTRICAL SERVICES AT PACE PASSENGER FACILITIES AND LOCATIONS  
SMALL BUSINESS ENTERPRISE SET ASIDE  
PRICE PROPOSAL**

---

The price quoted must be firm, fixed pricing and include delivery and all other applicable charges. No additional charges, including travel expenses, will be allowed under any circumstances. Charges will commence upon the start of work. Quantities listed are estimates only and do not constitute a commitment to purchase. Contractors must be able to provide services for all locations listed in Exhibit C. Scope of Work. Contractors are to submit pricing for all line items listed in Exhibit D. Price Proposal. This Contract will be awarded to the lowest responsive and responsible bidder on the basis of Grand Total.

**PART A**

**YEAR ONE**

<b>Labor Type</b>	<b>Approximate Number of Hours (A)</b>	<b>Billing Rate (per Hour) (B)</b>	<b>Total (Ax B)</b>
Standard Labor Rate	200	\$ _____	\$ _____
Emergency Labor Rate (Evenings/Saturdays)	10	\$ _____	\$ _____
Emergency Labor Rate (Holidays/Sundays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment	30	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Evenings/Saturdays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Holidays/Sundays)	2.5	\$ _____	\$ _____
<b>TOTAL LABOR</b>			\$ _____
<b>Other Expenses</b>	<b>Quantity (D)</b>	<b>Unit Rate (E)</b>	<b>Total (Dx E)</b>
Monthly Facility Electrical Inspection	156	\$ _____	\$ _____
<b>TOTAL FOR YEAR ONE:</b>			\$ _____

**YEAR TWO**

<b>Labor Type</b>	<b>Approximate Number of Hours (A)</b>	<b>Billing Rate (per Hour) (B)</b>	<b>Total (Ax B)</b>
Standard Labor Rate	200	\$ _____	\$ _____
Emergency Labor Rate (Evenings/Saturdays)	10	\$ _____	\$ _____
Emergency Labor Rate (Holidays/Sundays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment	30	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Evenings/Saturdays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Holidays/Sundays)	2.5	\$ _____	\$ _____
<b>TOTAL LABOR</b>			\$ _____
<b>Other Expenses</b>	<b>Quantity (D)</b>	<b>Unit Rate (E)</b>	<b>Total (Dx E)</b>
Monthly Facility Electrical Inspection	156	\$ _____	\$ _____
<b>TOTAL FOR YEAR TWO:</b>			\$ _____

**YEAR THREE**

<b>Labor Type</b>	<b>Approximate Number of Hours (A)</b>	<b>Billing Rate (per Hour) (B)</b>	<b>Total (Ax B)</b>
Standard Labor Rate	200	\$ _____	\$ _____
Emergency Labor Rate (Evenings/Saturdays)	10	\$ _____	\$ _____
Emergency Labor Rate (Holidays/Sundays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment	30	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Evenings/Saturdays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Holidays/Sundays)	2.5	\$ _____	\$ _____
<b>TOTAL LABOR</b>			\$ _____
<b>Other Expenses</b>	<b>Quantity (D)</b>	<b>Unit Rate (E)</b>	<b>Total (Dx E)</b>
Monthly Facility Electrical Inspection	156	\$ _____	\$ _____
<b>TOTAL FOR YEAR THREE:</b>			\$ _____

**YEAR FOUR**

<b>Labor Type</b>	<b>Approximate Number of Hours (A)</b>	<b>Billing Rate (per Hour) (B)</b>	<b>Total (Ax B)</b>
Standard Labor Rate	200	\$ _____	\$ _____
Emergency Labor Rate (Evenings/Saturdays)	10	\$ _____	\$ _____
Emergency Labor Rate (Holidays/Sundays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment	30	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Evenings/Saturdays)	5	\$ _____	\$ _____
Standard Labor Rate with Pole Light Equipment (Holidays/Sundays)	2.5	\$ _____	\$ _____

<b>TOTAL LABOR</b>			\$ _____
<b>Other Expenses</b>	<b>Quantity (D)</b>	<b>Unit Rate (E)</b>	<b>Total (Dx E)</b>
Monthly Facility Electrical Inspection	156	\$ _____	\$ _____
<b>TOTAL FOR YEAR FOUR:</b>			\$ _____

<b>TOTAL (PART A)</b>	
<b>GRAND TOTAL FOR LABOR/BASE CONTRACT (Include all Four 4 Years)</b>	\$ _____

**PART B**

**ESTIMATED MATERIAL COST FOR FOUR (4) YEARS**

Description	Contractor's Material Cost*	Markup/Discount	Maximum Allowable Cost to Pace (after Discount/Markup Applied)
Estimated Material Cost for Four (4) Years	\$50,000	10 %	\$ _____

*\*Material cost listed above is an estimate only and does not constitute a commitment to purchase. Actual material cost may be higher or lower.*

<b>GRAND TOTAL</b>	
<b>GRAND TOTAL FOR LABOR AND MATERIALS</b>	\$ _____

**DISADVANTAGED BUSINESS ENTERPRISE**

**Disadvantaged Business Enterprise (DBE):** It is the policy of Pace that DBEs, as defined in 49 C.F.R. part 26, will have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Pace to:

- ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- ensure that the Pace DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;
- ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBEs;
- help remove barriers to the participation of DBEs in DOT-assisted contracts;
- promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- assist in the development of firms that can compete successfully in the marketplace outside the Pace DBE program.

**Applicability:**

This Contract is subject to 49 C.F.R. part 26; therefore, a Bidder shall satisfy the requirements for DBE participation specified in this Contract. The DBE requirements are in addition to all other equal opportunity employment requirements specified in this Contract. Pace will make all determinations regarding whether a Bidder is in compliance with the DBE requirements. In assessing compliance, Pace may consider the Bidder's documented history of non-compliance with DBE requirements on previous Pace contracts.

**Definitions:**

As used in this exhibit:

“Disadvantaged Business Enterprise” and “DBE” mean a for-profit small business concern:

1. that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“Good-faith efforts” means efforts to achieve a DBE goal or other requirement specified in this exhibit which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

“Joint venture” means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

“Small business concern” means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 C.F.R. part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. § 26.65(b).

“Socially and economically disadvantaged individual” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants will qualify as socially and economically disadvantaged if they can meet the relevant criteria described in 49 C.F.R. § 26.67.

**DBE Goal:**

The DBE goal for this Contract is \_\_\_\_%. Failure of a Bidder to meet the DBE goal at the time Bids are due may render the Bid non-responsive.

Pace will accept only DBEs who are certified by the Illinois Unified Certification Program (“IL UCP”) by the date and time that Bids are due. For more information about the certification process or to apply for certification, a Bidder should contact: Pace, the Suburban Bus Division of the RTA, 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: DBE Liaison Officer.

A directory of DBE firms certified by the IL UCP is available on the Pace website at [www.pacebus.com](http://www.pacebus.com).

**Contractor Assurances:**

1. Contractor, subrecipient, or subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.
2. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other remedy as Pace deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
3. Pursuant to 49 C.F.R. § 26.29(a), Contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Pace makes to Contractor.
4. Contractor shall utilize the DBEs listed on Schedule A (Summary of DBE Participation) to perform the work and supply the materials for which each is listed unless Contractor obtains Pace's prior written consent. Unless Pace provides that consent, Contractor will not be entitled to any payment for work or materials unless the work is performed or the materials are supplied by the listed DBE. 49 C.F.R. §26.53(f)(1)(ii).

Contractor shall include assurances 1, 2, and 3 in each of its subcontracts.

**Prompt Payment Mechanisms:**

Pace will ensure prompt and full payment of retainage from Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pace will use one of the following methods to comply with this requirement:

1. Pace may decline to hold retainage from Contractor and prohibit Contractor from holding retainage from subcontractors.
2. Pace may decline to hold retainage from Contractor and require a contract clause obligating Contractor to make prompt and full payment of any retainage kept by Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
3. Pace may hold retainage from Contractor and provide for prompt and regular incremental acceptances of portions of this Contract, pay retainage to Contractor based on those acceptances, and require a contract clause obligating Contractor to pay all retainage owed to the subcontractor upon satisfactory completion of the accepted work within 30 days after Pace's payment to Contractor.

Prompt payment and return of retainage requirements in this provision also apply to lower-tier subcontractors.

**DBE Bid Submission Requirements:**

As part of its Bid submission, each Bidder shall provide the following documents to Pace:

- Schedule A (Summary of DBE Participation), a copy of which is included in this exhibit, must be completed by the Bidder. Any DBEs listed on Schedule A must be certified, by the date and time that Bids are due, by the IL UCP. No work must be included on Schedule A that the Bidder has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE.
- Schedule B (Confirmation of Proposed DBE Participation), a copy of which is included in this exhibit, must be completed by the Bidder if the Bidder is a DBE and by each DBE subcontractor. If a DBE, the Bidder shall indicate the scope of work that the Bidder's forces will perform and the dollar amount of the work. If that amount does not satisfy the DBE goal for this Contract, the DBE Bidder shall utilize additional DBE subcontractors to satisfy that goal.
- Schedule C (Joint Venture Disclosure), a copy of which is included in this exhibit, must be completed by the Bidder if the Bidder is a joint venture comprised of DBE and non-DBE joint venturers and by each subcontractor if the subcontractor is a joint venture comprised of DBE and non-DBE joint venturers. If all joint venturers of the Bidder or a subcontractor are DBEs, Schedule C need not be completed; however, a copy of the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE joint venturer must be provided.

- Schedule D (DBE Regular Dealer/Distributor Affirmation Form), a copy of which is included in this exhibit, must be completed by each DBE supplier (*i.e.*, each DBE regular dealer or distributor) listed on Schedule A who has confirmed its Contract participation on Schedule B. The Bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the DBE goal and must sign the Bidder acknowledgement in the DBE Regular Dealer/Distributor Affirmation Form.
- A copy of the current IL UCP Letter of Certification for each DBE identified on Schedule A (Summary of DBE Participation) and Schedule B (Confirmation of Proposed DBE Participation).

### **DBE Certification:**

1. **Certification Procedures:** The IL UCP consists of the following five certifying agencies:

- Pace, the Suburban Bus Division of the Regional Transportation Authority
- Commuter Rail Division of the Regional Transportation Authority (Metra)
- Chicago Transit Authority (CTA)
- Illinois Department of Transportation (IDOT)
- City of Chicago

and provides a “one-stop shopping” to applicants for certification, such that an applicant is required to apply only once for a DBE certification that all recipients of federal aid in the state of Illinois will honor.

2. **Certification Standards:** Pace will apply the certification standards of Subpart D of 49 C.F.R. part 26 to determine the eligibility of firms not already certified by the IL UCP to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, those firms must meet all those certification standards. Pace will make its certification decision based on the facts as a whole.

3. **Requests for Certification Information:** Written requests for information about the certification process may be emailed to DBEinfo@pacebus.com or mailed to:

Pace, the Suburban Bus Division of the RTA  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
**Attention:** DBE Liaison Officer

4. **Applying for DBE Certification:** To apply for certification, visit <https://www.pacebus.com/disadvantaged-business-enterprise-dbe-program> or <https://pace.diversitycompliance.com>.

### **Calculating DBE Participation:**

As required by 49 C.F.R. § 26.15, Pace counts DBE participation toward the DBE goal as follows:

- a. When a DBE participates in a contract, Pace counts only the value of the work performed by the DBE toward the DBE goal. Participation will only be credited in the DBE’s area of specialization. Credit for work in other areas requires additional supporting documentation for each of those areas.
- Pace counts the entire amount of that portion of a contract (if a construction contract or other contract not covered by paragraph (a)(ii) immediately below) that is performed by the DBE’s own forces. Pace includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from Contractor or its affiliate).
  - Pace counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward the DBE goal, provided Pace determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- iii. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal.
- b. When a DBE performs as a participant in a joint venture, Pace counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal.
- c. Pace counts expenditures to a DBE toward the DBE goal only if the DBE is performing a commercially useful function on the contract. A Bidder may count toward the DBE goal only expenditures to a DBE which is currently certified by the IL UCP and which performs a commercially useful function.
- i. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Pace will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the DBE credit claimed for its performance of work, and other relevant factors.
- ii. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of DBE participation. In determining whether a DBE is an extra participant, Pace will examine similar transactions, particularly those in which DBEs do not participate.
- iii. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, Pace will presume that the DBE is not performing a commercially useful function.
- iv. When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(iii), the DBE may present evidence to rebut that presumption. Pace may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- v. Pace's decisions on commercially useful function matters are subject to review by the Federal Transit Administration but are not administratively appealable to the United States Department of Transportation.
- d. Pace uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting a DBE goal.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If Pace chooses this approach, Pace will obtain written consent from the appropriate DOT operating administration.
- vi. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, the DBE is entitled to credit for the total value of these hauling services.
- vii. For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- e. Pace counts expenditures with DBEs for materials or supplies toward the DBE goal as provided in the following:
- i. If the materials or supplies are obtained from a DBE manufacturer, Pace counts 100% of the cost of the materials or supplies. For purposes of this paragraph (e)(i), a manufacturer is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.
- ii. If materials or supplies are purchased from a DBE regular dealer, Pace counts 60% of the cost of the materials or supplies (including transportation costs). For purposes of this provision, a regular dealer is a firm that owns (or leases) and operates a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business. Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract.
- A. To be a regular dealer, the firm must be an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a commercially useful function as a regular dealer and receives credit for 60% of the cost of materials or supplies (including transportation cost) when all, or at least 51% of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.
- B. A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in paragraph (e)(ii) if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.
- C. A DBE supplier of items that are not typically stocked due to their unique characteristics (*e.g.*, limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per paragraph (e)(ii)(B). If the DBE supplier of these items does not own or lease distribution equipment, as described above, it is not a regular dealer.

- D. Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of paragraph (e)(ii).
- iii. If materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, Pace counts 40% of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (*e.g.*, a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a commercially useful function when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributor may receive 40% for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (*e.g.*, FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.
- iv. With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor, Pace counts the entire amount of fees or commissions charged that Pace deems to be reasonable, including transportation charges for the delivery of materials or supplies. Pace will not count any portion of the cost of the materials and supplies themselves.
- v. Pace will determine the amount of credit awarded to a firm for the provision of materials and supplies (*e.g.*, whether a firm is acting as a regular dealer, distributor, or a transaction facilitator) on a contract-by-contract basis.
- f. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of 49 C.F.R. part 26 by the date and time that Bids are due, Pace will not count the firm's participation toward any DBE goal, except as provided for in 49 C.F.R. § 26.87(j).
- g. Pace will not count the dollar value of work performed under the contract with a firm after the firm has ceased to be certified toward Pace's overall goal.
- h. Pace will not count the participation of a DBE subcontractor toward Contractor's final compliance with its DBE obligations on a contract until Contractor has paid the DBE the amount being counted.

**Good-Faith Efforts:**

Pace will award this Contract only to a Bidder who has made good-faith efforts to meet the DBE goal.

**Determination of Good-Faith Efforts:** Pace's DBE Liaison Officer ("DBELO") will be responsible for determining whether a Bidder has made good-faith efforts to meet the DBE goal by obtaining enough DBE participation to meet the goal or by having adequate good-faith efforts to do so. If a Bidder is unable to meet the DBE goal, the DBELO will consider the quality, quantity, and intensity of the different kinds of good-faith efforts that the Bidder has made to meet the goal. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not good-faith efforts to meet the DBE Contract requirements.

The types of actions and documents that the DBELO will consider as part of a Bidder's good-faith efforts include, but are not limited to, the following:

1. conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of this Contract. That may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of notices of sources sought and/or requests for proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Bidder should solicit that interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The Bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. That includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when Contractor might otherwise prefer to perform those work items with its own forces. That may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. providing interested DBEs with adequate information about the plans, specifications, and requirements of this Contract in a timely manner to assist those DBEs in responding to a solicitation with their offer for the subcontract.
4. negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of that negotiation includes the name, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for the Bidder's failure to meet the Contract DBE goal, as long as those costs are reasonable. Also, the ability or desire of Contractor to perform the work of this Contract with its own organization does not relieve the Bidder of the responsibility to make good-faith efforts. Contractor is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. A DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the effort to meet the DBE goal. Another practice considered an insufficient good-faith effort is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph will be construed to require the Bidder or Contractor to accept unreasonable quotes in order to satisfy the DBE goal.

Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good-faith efforts have been made to replace the original DBE. The fact that Contractor has the ability and/or desire to perform the Contract work with its own forces does not relieve Contractor of the obligation to make good-faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

6. making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Pace or Contractor.
7. making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. effectively using the services of available community organizations; contractors' groups; local, state, and federal business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
9. the performance of other Bidders in meeting the DBE goal. If a Bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, Pace may view this, in conjunction with other factors, as evidence of the Bidder having made good-faith efforts.
10. DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on this Contract.

**Administrative Reconsideration:** In accordance with 49 C.F.R. § 26.53(d), if the DBELO determines that the successful Bidder has not committed to meet the DBE goal and has failed to document that it made adequate good-faith efforts to meet the goal, the DBELO will, before Contract award, notify the Bidder in writing of the determination and provide the Bidder with an opportunity for administrative reconsideration. Within five days after the date of the DBELO's written notice of the determination, the Bidder may request administrative reconsideration. The Bidder must make this request in writing to Pace's reconsideration official at: Pace, the Suburban Bus Division of the RTA, 550 W. Algonquin Road, Arlington Heights, Illinois 60005 Attention: General Counsel.

Pace's reconsideration official must not have taken part in the original determination that the Bidder failed to meet the goal or make adequate good-faith efforts to do so.

The Bidder's request for reconsideration must be accompanied by any and all information, written documentation, and/or argument concerning the issue of whether the Bidder met the goal or made adequate good-faith efforts to do so. Any additional, supplemental, amended, or revised information, documentation, and/or argument received by Pace's reconsideration official after the Bidder's submission of its request for administrative reconsideration, absent the reconsideration official's written request for the same, will not be considered by the reconsideration official. The Bidder will have the opportunity to meet with Pace's reconsideration official to discuss the issue of whether the Bidder met the goal or made adequate good-faith efforts to do so, provided the Bidder's written request for administrative reconsideration requests a meeting. Pace's reconsideration official will determine whether the requested meeting takes place in person or virtually.

Within 30 days of receiving the Bidder's written request for administrative reconsideration, Pace's reconsideration official will send the Bidder a written decision on reconsideration, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good-faith efforts to do so. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation, and the decision of Pace's reconsideration official is final.

**Termination and Substitution of DBE Subcontractor:** Contractor shall not terminate a DBE subcontractor or any portion of its work listed in Schedule A (or an approved substitute DBE firm) without Pace's prior written consent unless Pace causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the contract by Pace. Pace may provide that written consent only if Pace agrees, for reasons stated in its concurrence document, that Contractor has good cause to terminate the listed DBE or any portion of its work. Good cause does not exist if Contractor seeks to terminate a DBE or any portion of its work that it relied upon to obtain this Contract so that Contractor can self-perform the work for which the DBE subcontractor was engaged or so that Contractor can substitute another DBE or non-DBE subcontractor after Contract award. Good cause includes the following circumstances:

1. the listed DBE subcontractor fails or refuses to execute a written contract;
2. the listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards; provided, however, good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of Contractor;
3. the listed DBE subcontractor fails or refuses to meet Contractor's reasonable, nondiscriminatory bond requirements;
4. the listed DBE subcontractor becomes bankrupt or insolvent or exhibits credit unworthiness;
5. the listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 C.F.R. parts 180, 215, and 1200 or applicable state law;
6. the DBELO has determined that the listed DBE subcontractor is not a responsible contractor;
7. the listed DBE subcontractor voluntarily withdraws from the project and provides Pace with written notice of the withdrawal;
8. the listed DBE subcontractor is ineligible to receive DBE credit for the type of work required;
9. an owner of the listed DBE subcontractor dies or becomes disabled with the result that the DBE subcontractor is unable to complete the work on this Contract; and
10. other documented good cause that the DBELO determines compels the termination of the DBE subcontractor.

Before transmitting its request to terminate a DBE subcontractor or any portion of its work to Pace, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request and shall concurrently provide a copy of the notice to Pace. Contractor's written notice must give the DBE five days (or less if required by public necessity) to respond to the notice and advise Pace and Contractor of the reasons, if any, why the DBE subcontractor objects to the proposed termination of its subcontract or portion thereof and why Pace should not approve Contractor's request.

When a DBE subcontractor or any portion of its work is terminated by Contractor according to this provision or if work committed to a DBE is reduced due to overestimations made prior to award, Contractor shall use good-faith efforts to include additional DBE participation to the extent needed to meet the DBE goal. Contractor shall maintain documentation of its good-faith efforts and shall provide that documentation to Pace within seven days of receiving Pace's written request for the documentation. That seven-day period may be extended for an additional seven days, if necessary, at the request of Contractor. Pace will provide a written determination to Contractor, stating whether or not good-faith efforts have been demonstrated.

In the event Pace modifies a DBE's scope of work, Contractor shall immediately notify Pace's project manager and Pace's DBELO to discuss Contractor revising its commitment to DBE participation.

This provision applies to post-award terminations and pre-award deletions of or changes to DBEs or their listed work put forward by Bidders in negotiated solicitations.

**Continued Compliance:**

1. Contractor shall provide the DBELO with a copy of the fully executed subcontract between Contractor and each DBE firm listed on DBE Schedules A and B within 30 business days after receiving the DBELO's written request for the same. FAILURE OF CONTRACTOR TO TIMELY PROVIDE THE FULLY EXECUTED SUBCONTRACT(S) TO THE DBELO CONSTITUTES A BREACH OF THIS CONTRACT, AND, UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR PURSUE ANY OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR IN EQUITY AND AS PACE DEEMS APPROPRIATE.
2. During the life of this Contract, Contractor shall monitor its DBE compliance and shall:
  - a. cooperate with any onsite visit requested by the DBELO;
  - b. provide the DBELO with prompt notice of any issue that arises with respect to Contractor's subcontract with a DBE;
  - c. ensure that all of Contractor's vendor profile information in B2GNow (Pace's web-based diversity management system found at <https://pace.diversitycompliance.com/>) is accurate and up to date;
  - d. ensure that all subcontractor information in B2GNow is accurate and up to date;
  - e. complete a payment audit in B2GNow within 30 days after receiving a B2GNow email alert to do so and, in connection with that payment audit: (i) report the amount actually paid to each subcontractor during the reporting month, the date of the payment, whether retainage was withheld, and whether there was prompt payment (*i.e.*, the payment was made no later than 30 days after receiving payment from Pace) and (ii) upload the subcontractor's invoice and proof of payment to the subcontractor; failure to timely complete a payment audit may delay Pace's payment to Contractor;
  - f. ensure that payment audits are timely completed for each lower tier subcontractor; and
  - g. ensure that a subcontractor timely verifies in B2GNow whether each payment that the subcontractor receives is correct and whether there was prompt payment.

**Access to DBE Records:**

Contractor shall maintain all data/record(s) pertaining to DBE as stated in the records and information provision of this Contract and shall permit:

- Pace to have access to necessary records to examine information as Pace deems appropriate for the purpose of investigating and determining compliance with the DBE provisions of this Contract, including, but not limited to, records of expenditures, invoices, certified payrolls of Contractor and all subcontractors, and contracts between Contractor and other DBE parties entered into during the life of this Contract;
- Pace to verify any commitment represented to Pace in connection with Contractor's use of DBEs in the performance of this Contract; and

- the authorized representative(s) of Pace, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to Contractor's performance under the DBE provisions of this Contract.

**Failure to Comply with DBE Program Requirements:**

Contractor has the burden of proving compliance with all of Contractor's DBE obligations under this Contract. If Contractor fails to fulfill those obligations, Pace will provide Contractor with written notice of the deficiencies. Contractor will have 60 days from Contractor's receipt of the notice to cure those deficiencies. If Contractor does not timely cure those deficiencies, Pace will make a determination of non-compliance and may, in addition to pursuing any other available legal remedy, commence proceedings, which may include, but are not limited to, the following:

- suspension of any payment, in whole or in part, due Contractor until such time as the issues concerning Contractor's compliance are resolved;
- termination or cancellation of this Contract, in whole or in part, unless Contractor is able to demonstrate, within a reasonable time, that it is in compliance with the DBE requirements of this Contract;
- non-exercise of Contract renewal option(s), if any; and
- debarment from future business with Pace.

NOT APPLICABLE

**SCHEDULE A  
Summary of DBE Participation**

**THIS SCHEDULE A MUST BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE A WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE A.**

CONTRACTOR'S NAME: \_\_\_\_\_

PACE SOLICITATION NUMBER: \_\_\_\_\_

ESTIMATED TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

PROJECTED DATE FOR WORK TO COMMENCE: \_\_\_\_\_

PROJECTED DATE FOR WORK TO END: \_\_\_\_\_

The information provided in the following table must correspond to the information provided in the accompanying Schedule B (Confirmation of Proposed DBE Participation):

NAME OF DBE <sup>1</sup>	SCOPE OF WORK <sup>2</sup>		CONTRACT DOLLAR AMOUNT	NET DBE CREDIT <sup>3</sup>
	WORK AND/OR MATERIAL	QUANTITY AND UNIT PRICE		
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<sup>1</sup> List <b>only</b> DBEs that are certified by the IL UCP by the date and time that Bids are due. <sup>2</sup> Describe the work and/or material to be provided by the DBE, including quantity and unit price (if applicable). <sup>3</sup> Credit only 60% of the cost of materials or supplies if obtained from a DBE regular dealer, 40% of the cost of materials or supplies obtained from a DBE distributor, and 100% of the cost of materials or supplies if obtained from a DBE manufacturer.			<b>TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:</b>	\$
			<b>TOTAL OF NET DBE CREDIT COLUMN:</b>	\$

Pursuant to 49 C.F.R. § 26.107, the U.S. Department of Transportation ("Department") may initiate suspension or debarment proceedings against a firm under 2 C.F.R. parts 180 and 1200 if: (i) the firm does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R part 26 and attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, or (ii) the firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26. The Department may take enforcement action under 49 C.F.R. part 31, Program Fraud and Civil Remedies, against any DBE program participant whose conduct is subject to such action. The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. § 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule A and to review the accompanying Schedule B and, if applicable, Schedule C (collectively "DBE Schedules") on behalf of the contractor listed above; (b) to the best of my knowledge, information, and belief, the information provided in the DBE Schedules, including any attached documentation, is true and correct; and (c) the contractor will sign a written subcontract with each DBE subcontractor listed above for the corresponding scope of work indicated in this Schedule A and accompanying Schedule B within 30 business days after receiving the Pace DBELO's written request for a copy of each such subcontract. My typed name below constitutes my signature on this Schedule A.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Telephone Number of Contractor's Authorized Representative

\_\_\_\_\_  
Printed Name of Contractor's Authorized Representative

\_\_\_\_\_  
Email Address of Contractor's Authorized Representative

\_\_\_\_\_  
Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

**SCHEDULE B  
Confirmation of Proposed DBE Participation**

**THIS SCHEDULE B MUST BE COMPLETED BY THE CONTRACTOR IF A DBE AND BY EACH DBE SUBCONTRACTOR PARTICIPATING IN THE SOLICITATION. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE B WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE B.**

DBE'S NAME: \_\_\_\_\_

DBE'S ADDRESS: \_\_\_\_\_

PACE SOLICITATION NUMBER: \_\_\_\_\_

The DBE listed above is certified by the Illinois Unified Certification Program (see attached copy of current Illinois Unified Certification Program Letter of Certification). The DBE is prepared to provide the following work and/or material in connection with the solicitation:

SCOPE OF WORK <sup>1</sup>		CONTRACT DOLLAR AMOUNT
WORK AND/OR MATERIAL	QUANTITY AND UNIT PRICE	
		\$
		\$
		\$
		\$
<sup>1</sup> Describe the work and/or material to be provided by the DBE, including quantity and unit price (if applicable).		<b>TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:</b>
		\$

**Subcontracting Levels** (indicate the percentage(s) as applicable):

The DBE will subcontract \_\_\_\_\_ % of the dollar amount of its contract to DBE subcontractor(s).

The DBE will subcontract \_\_\_\_\_ % of the dollar amount of its contract to non-DBE subcontractor(s).

**NOTE:** Indicate 0% if the DBE will not subcontract any of its work.

If any of the work will be subcontracted, provide the name of each subcontractor, a brief explanation for the subcontracting, and a brief description of the work to be subcontracted: \_\_\_\_\_

Pursuant to 49 C.F.R. § 26.107, the U.S. Department of Transportation ("Department") may initiate suspension or debarment proceedings against a firm under 2 C.F.R. parts 180 and 1800 if: (i) the firm does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26 and attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, or (ii) the firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26. The Department may take enforcement action under 49 C.F.R. part 31, Program Fraud and Civil Remedies, against any DBE program participant whose conduct is subject to such action. The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. § 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule B on behalf of the DBE listed above; (b) to the best of my knowledge, information, and belief, the information provided in this Schedule B, including any attached documentation, is true and correct; and (c) the DBE will sign a written subcontract with the contractor listed above for the scope of work indicated in this Schedule B. My typed name below constitutes my signature on this Schedule B.

\_\_\_\_\_  
Signature of DBE's Authorized Representative

\_\_\_\_\_  
Telephone Number of DBE's Authorized Representative

\_\_\_\_\_  
Printed Name of DBE's Authorized Representative

\_\_\_\_\_  
Email Address of DBE's Authorized Representative

\_\_\_\_\_  
Title of DBE's Authorized Representative

\_\_\_\_\_  
Date

**SCHEDULE C  
Joint Venture Disclosure**

**THIS SCHEDULE C MUST BE COMPLETED BY ALL JOINT VENTURERS IF ALL ARE NOT DBEs. IF ALL JOINT VENTURERS ARE DBEs, THIS SCHEDULE C SHOULD NOT BE COMPLETED; HOWEVER, A COPY OF THE WRITTEN JOINT VENTURE AGREEMENT AND A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH DBE JOINT VENTURER MUST BE SUBMITTED TO PACE WITH THE CONTRACTOR'S BID.**

**ALL INFORMATION REQUESTED IN THIS SCHEDULE C MUST BE ANSWERED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED IF NEEDED.**

**IF, AFTER THE SUBMISSION OF THIS SCHEDULE C AND BEFORE THE COMPLETION OF THE JOINT VENTURE'S WORK, THERE IS ANY CHANGE IN THE INFORMATION PROVIDED BELOW OR ANY PROPOSED CHANGE TO THE JOINT VENTURE AGREEMENT, THE JOINT VENTURE MUST PROMPTLY INFORM PACE'S DBE LIAISON OFFICER OF ANY SUCH CHANGE DIRECTLY IN WRITING OR THROUGH THE CONTRACTOR IF THE JOINT VENTURE IS A SUBCONTRACTOR.**

**PACE SOLICITATION NUMBER:** \_\_\_\_\_

**I. PROVIDE THE FOLLOWING INFORMATION FOR THE JOINT VENTURE:**

Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Telephone number of joint venture: \_\_\_\_\_

**II. PROVIDE THE FOLLOWING INFORMATION FOR EACH NON-DBE JOINT VENTURER:**

Name of non-DBE joint venturer: \_\_\_\_\_  
Address of non-DBE joint venturer: \_\_\_\_\_  
Telephone number of non-DBE joint venturer: \_\_\_\_\_  
Name of contact person for matters concerning DBE compliance: \_\_\_\_\_

**III. PROVIDE THE FOLLOWING INFORMATION FOR EACH DBE JOINT VENTURER:**

Name of DBE joint venturer: \_\_\_\_\_  
Address of DBE joint venturer: \_\_\_\_\_  
Telephone number of DBE joint venturer: \_\_\_\_\_  
Name of contact person for matters concerning DBE compliance: \_\_\_\_\_

**IV. DESCRIBE THE ROLE(S) OF EACH DBE JOINT VENTURER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. ATTACH A COPY OF THE FULLY EXECUTED JOINT VENTURE AGREEMENT.** In order to demonstrate each DBE joint venturer's share in the ownership, control, management, responsibilities, risks, and profits of the joint venture, the joint venture agreement must include: (1) the DBE joint venturer's contributions of capital and equipment; (2) work items to be performed by the DBE joint venturer's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory, and operative personnel employed by the DBE joint venturer to be dedicated to the performance of the work.

**VI. ATTACH A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH DBE JOINT VENTURER.**

**VII. PROVIDE THE FOLLOWING INFORMATION REGARDING OWNERSHIP OF THE JOINT VENTURE:**

A. Identify the percentage of DBE and non-DBE ownership of the joint venture:

1. DBE ownership percentage: \_\_\_\_\_
2. Non-DBE ownership percentage: \_\_\_\_\_

B. Identify the DBE and non-DBE percentage for each of the following and provide descriptions and details, as applicable:

1. Sharing of profit and loss: \_\_\_\_\_  
\_\_\_\_\_
2. Capital contributions:
  - a. Dollar amounts of initial contribution: \_\_\_\_\_  
\_\_\_\_\_
  - b. Dollar amounts of anticipated on-going contributions: \_\_\_\_\_  
\_\_\_\_\_
3. Contributions of equipment (specify types, quality, and quantities of equipment to be provided by each joint venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements that restrict or limit ownership and/or control:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Provide copies of all written agreements between joint venturers concerning the work.
6. Identify each Pace contract that any joint venturer currently has with Pace and each Pace contract that any joint venturer has had during the past two years:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT APPLICABLE

**VIII. IDENTIFY BY NAME AND FIRM THOSE INDIVIDUALS WHO ARE, OR WILL BE, RESPONSIBLE FOR AND HAVE THE AUTHORITY TO ENGAGE IN THE FOLLOWING MANAGEMENT FUNCTIONS AND POLICY DECISIONS (INDICATE ANY LIMITATIONS TO SUCH AUTHORITY, SUCH AS DOLLAR LIMITS AND/OR CO-SIGNATORY REQUIREMENTS):**

- A. Joint venture check signing: \_\_\_\_\_  
\_\_\_\_\_
- B. Negotiating and signing contracts on behalf of the joint venture: \_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing, and/or collateralizing loans: \_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit: \_\_\_\_\_  
\_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds: \_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements: \_\_\_\_\_  
\_\_\_\_\_
- G. Management of contract performance:
  - 1. Supervision of field operations: \_\_\_\_\_  
\_\_\_\_\_
  - 2. Major purchases: \_\_\_\_\_  
\_\_\_\_\_
  - 3. Estimating costs and scopes of work: \_\_\_\_\_  
\_\_\_\_\_
  - 4. Engineering: \_\_\_\_\_  
\_\_\_\_\_

**IX. PROVIDE THE FOLLOWING INFORMATION REGARDING FINANCIAL CONTROLS OF THE JOINT VENTURE:**

- A. Which firm and/or individual will be responsible for keeping the books of accounts? \_\_\_\_\_  
\_\_\_\_\_
- B. Identify the “managing partner,” if any, and describe the means and measure of the managing partner’s compensation: \_\_\_\_\_  
\_\_\_\_\_

C. What authority does each joint venturer have to commit or obligate the other joint venturers to insurance and bonding companies, financial institutions, suppliers, subcontractors, and/or other parties participating in the performance of the work?

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X. STATE THE APPROXIMATE NUMBER OF PERSONNEL (BY TRADE AND PROFESSION) NEEDED TO PERFORM THE JOINT VENTURE'S WORK AND INDICATE WHETHER SUCH PERSONNEL WILL BE EMPLOYEES OF THE MAJORITY FIRM, THE DBE FIRM, OR THE JOINT VENTURE.

TRADE	NON-DBE FIRM (NUMBER)	DBE (NUMBER)	JOINT VENTURE (NUMBER)

PROFESSION	NON-DBE FIRM (NUMBER)	DBE (NUMBER)	JOINT VENTURE (NUMBER)
PROFESSIONAL			
ADMINISTRATIVE/CLERICAL			
UNSKILLED LABOR			

A. Are any proposed joint venture employees currently employed by any joint venturer?

Yes       No

If yes, identify the number of such employees employed:

By non-DBE joint venture: \_\_\_\_\_ By DBE joint venture: \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for joint venture hiring: \_\_\_\_\_

XI. PROVIDE ANY OTHER MATERIAL FACTS AND ADDITIONAL INFORMATION PERTINENT TO THE CONTROL AND STRUCTURE OF THE JOINT VENTURE:

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Pursuant to 49 C.F.R. § 26.107, the U.S. Department of Transportation (“Department”) may initiate suspension or debarment proceedings against a firm under 2 C.F.R. parts 180 and 1200 if: (i) the firm does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26 and attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, or (ii) the firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26. The Department may take enforcement action under 49 C.F.R. part 31, Program Fraud and Civil Remedies, against any DBE program participant whose conduct is subject to such action. The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. § 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

The undersigned hereby certify and affirm that the information provided in this Schedule C is true and correct and identifies and explains the terms and operations of the joint venture listed above and the intended participation of each joint venture in the solicitation. The typed name of each of the undersigned constitutes his/her signature on this Schedule C.

\_\_\_\_\_  
Name of DBE Firm

\_\_\_\_\_  
Name of Non-DBE Firm

\_\_\_\_\_  
Signature of Authorized Representative of DBE Firm

\_\_\_\_\_  
Signature of Authorized Representative of Non-DBE Firm

\_\_\_\_\_  
Printed Name of Authorized Representative of DBE Firm

\_\_\_\_\_  
Printed Name of Authorized Representative of Non-DBE Firm

\_\_\_\_\_  
Title of Authorized Representative of DBE Firm

\_\_\_\_\_  
Title of Authorized Representative of Non-DBE Firm

\_\_\_\_\_  
Telephone Number of Authorized Representative of DBE Firm

\_\_\_\_\_  
Telephone Number of Authorized Representative of Non-DBE Firm

\_\_\_\_\_  
Email Address of Authorized Representative of DBE Firm

\_\_\_\_\_  
Email Address of Authorized Representative of Non-DBE Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOT APPLICABLE**

**SCHEDULE D**  
**DBE Regular Dealer/Distributor Affirmation Form**

49 C.R.F. § 26.53(c)(1) requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in 49 C.F.R. §§ 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation.

DBE NAME:	BIDDER NAME:
AUTHORIZED DBE REPRESENTATIVE NAME AND TITLE:	PACE SOLICITATION NUMBER:
TOTAL SUBCONTRACT/PURCHASE ORDER DOLLAR AMOUNT:	NAICS CODE(S) RELATED TO THE ITEM TO BE SOLD OR LEASED:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment?  Yes  No

<b>If Yes, you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the DBE affirmation below.</b>	<b>If No, proceed to Question 1(a).</b>
---	---

a. Are you selling bulk items (e.g., petroleum products, steel, concrete or concrete products, gravel, stone, asphalt) or items not typically stocked due to their unique characteristics (a/k/a specialty items)?  Yes  No

<b>If Yes, proceed to Question 2.</b>	<b>If No, proceed to Question 1(b).</b>
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b. Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?  Yes  No

<b>If Yes, you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the DBE affirmation below.</b>	<b>If No, your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. Proceed to Question 3 to determine if the items delivered from and by other sources are eligible for distributor credit.</b>
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2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?  Yes  No

<b>If Yes, you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. Stop here. Read and sign the DBE affirmation below.</b>	<b>If No, your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. Proceed to Question 3.</b>
---	---

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g., a manufacturer's facility)?  Yes  No

a. Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?  Yes  No

<b>If Yes to both Question 3 and Question 3(a), you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%. Read and sign the DBE affirmation below.</b>	<b>If No to either Question 3 or Question 3(a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted. Read and sign the DBE affirmation below.</b>
---	---

**DBE AFFIRMATION**

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the Bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

\_\_\_\_\_  
Signature of DBE Owner or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of DBE Owner or Authorized Representative

**BIDDER ACKNOWLEDGEMENT**

The Bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the Bidder.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Bidder's Authorized Representative

NOT APPLICABLE

**SMALL BUSINESS ENTERPRISE**

**Small Business Enterprise (SBE):** Pursuant to 49 C.F.R. § 26.39, Pace has established a Small Business Enterprise (SBE) program. The purpose of the program is to increase opportunities for small businesses to perform work for Pace. All firms that are certified as a disadvantaged business enterprise (DBE) are considered an SBE. Additional verification may be needed. Firms that are not certified as a DBE and want to be certified as an SBE must complete an SBE certification application. Firms already certified as an SBE with another Illinois Unified Certification Program (IL UCP) certifying agency must provide Pace with a copy of their certification notice from that agency. Pace will confirm that those firms have a current valid certification through written confirmation from that agency.

**Implementation:**

1. The Pace contract administrator/end user will submit a requisition in Oracle. As part of the requisition workflow, Pace's disadvantaged business enterprise liaison officer (DBELO) will review the requisition and supporting documents to determine if an SBE prime contractor can reasonably perform the contract.
2. If the DBELO determines that an SBE prime contractor can reasonably perform the contract, the DBELO will discuss that determination with the Pace contract administrator/end user to obtain concurrence.
3. Pace will accept only firms certified as SBEs or DBEs by an IL UCP certifying agency by the date and time that bids/proposals are due.

**Applicability:**

This is an SBE set-aside solicitation; therefore, a Bidder shall satisfy the requirements for SBE participation specified in this Contract. The SBE requirements are in addition to all other equal opportunity employment requirements specified in this Contract. Pace will make all determinations regarding whether a Bidder is in compliance with the SBE requirements. In assessing compliance, Pace may consider the Bidder's documented history of non-compliance with SBE requirements on previous Pace contracts.

**Eligibility:**

1. The firm must be at least 51% owned by one or more individuals who are economically disadvantaged and are citizens or lawfully admitted permanent residents of the United States, and the firm's management and daily business operations must be controlled by one or more of the economically disadvantaged individuals who own it.
2. The personal net worth of the economically disadvantaged owner(s) of the firm must not exceed the U.S. Department of Transportation current personal net worth cap.
3. The firm must meet both the statutory cap specified in 49 C.F.R § 26.65(b) and the Small Business Administration's size standard(s) appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
4. The firm must not be affiliated with another firm in such a way as to compromise the firm's independence and control. That includes, but is not limited to, such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources. The economically disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy, and operation.
5. The firm must perform the majority of the work in the contract with its own forces.

**SBE Bid Submission Requirements:**

As part of its Bid submission, each Bidder shall provide the following documents to Pace:

- Schedule A (Summary of SBE/DBE Participation), a copy of which is included in this exhibit, must be completed by the SBE/DBE Bidder.
- Schedule B (Confirmation of Proposed SBE/DBE Participation), a copy of which is included in this exhibit, must be completed by the SBE/DBE Bidder and by each SBE/DBE subcontractor.

- Schedule C (Joint Venture Disclosure), a copy of which is included in this exhibit, must be completed by the Bidder if the Bidder is a joint venture comprised of SBE/DBE and non-SBE/DBE joint venturers and by each subcontractor if the subcontractor is a joint venture comprised of SBE/DBE and non-SBE/DBE joint venturers. If all joint venturers of the Bidder or a subcontractor are SBE/DBEs, Schedule C need not be completed; however, a copy of the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each SBE joint venturer and each DBE joint venturer must be provided.
- Schedule D (SBE/DBE Regular Dealer/Distributor Affirmation Form), a copy of which is included in this exhibit, must be completed by each SBE/DBE supplier (*i.e.*, each SBE/DBE regular dealer or distributor) listed on Schedule A who has confirmed its Contract participation on Schedule B. The Bidder is responsible for verifying the information provided by the SBE/DBE supplier and must sign the Bidder acknowledgement in the SBE/DBE Regular Dealer/Distributor Affirmation Form.
- A copy of the current IL UCP Letter of Certification for each SBE/DBE identified on Schedule A (Summary of SBE/DBE Participation) and Schedule B (Confirmation of Proposed SBE/DBE Participation).

**SBE Certification:**

1. **Certification Procedures:** The IL UCP consists of the following five certifying agencies:

- Pace, the Suburban Bus Division of the Regional Transportation Authority
- Commuter Rail Division of the Regional Transportation Authority (Metra)
- Chicago Transit Authority (CTA)
- Illinois Department of Transportation (IDOT)
- City of Chicago

and provides a “one-stop shopping” to applicants for certification, such that an applicant is required to apply only once for an SBE certification that all recipients of federal aid in the state of Illinois will honor.

2. **Certification Standards:** Pace will apply the applicable standards of 13 C.F.R. part 121 to determine the eligibility of firms not already certified by an IL UCP certifying agency to participate as SBEs in DOT-assisted contracts. To be certified as an SBE, those firms must meet all applicable standards. Pace will make its certification decision based on the facts as a whole.
3. **Requests for Certification Information:** Written requests for information about the certification process may be emailed to DBEinfo@pacebus.com or mailed to:

Pace, the Suburban Bus Division of the RTA  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
**Attention:** DBE Liaison Officer

4. **Applying for SBE Certification:** To apply for certification, visit <https://www.pacebus.com/small-business-enterprise-sbe-program> or <https://pace.diversitycompliance.com>.

**Continued Compliance:**

1. Contractor shall provide the DBELO with a copy of the fully executed subcontract between Contractor and each SBE/DBE firm listed on SBE Schedules A and B within 30 business days after receiving the DBELO’s written request for the same. FAILURE OF CONTRACTOR TO TIMELY PROVIDE THE FULLY EXECUTED SUBCONTRACT(S) TO THE DBELO CONSTITUTES A BREACH OF THIS CONTRACT, AND, UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR PURSUE ANY OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR IN EQUITY AND AS PACE DEEMS APPROPRIATE.
2. During the life of this Contract, Contractor shall monitor its SBE compliance and shall:
  - a. cooperate with any onsite visit requested by the DBELO;

- b. provide the DBELO with prompt notice of any issue that arises with respect to Contractor's subcontract with an SBE or a DBE;
- c. ensure that all of Contractor's vendor profile information in B2GNow (Pace's web-based diversity management system found at <https://pace.diversitycompliance.com/>) is accurate and up to date;
- d. ensure that all subcontractor information in B2GNow is accurate and up to date;
- e. complete a payment audit in B2GNow within 30 days after receiving a B2GNow email alert to do so and, in connection with that payment audit: (i) report the amount actually paid to each subcontractor during the reporting month, the date of the payment, whether retainage was withheld, and whether there was prompt payment (*i.e.*, the payment was made no later than 30 days after receiving payment from Pace) and (ii) upload the subcontractor's invoice and proof of payment to the subcontractor; failure to timely complete a payment audit may delay Pace's payment to Contractor;
- f. ensure that payment audits are timely completed for each lower tier subcontractor; and
- g. ensure that a subcontractor timely verifies in B2GNow whether each payment that the subcontractor receives is correct and whether there was prompt payment.

**Access to SBE Records:**

Contractor shall maintain all data/record(s) pertaining to SBE as stated in the records and information provision of this Contract and shall permit:

- Pace to have access to necessary records to examine information as Pace deems appropriate for the purpose of investigating and determining compliance with the SBE provisions of this Contract, including, but not limited to, records of expenditures, invoices, certified payrolls of Contractor and all subcontractors, and contracts between Contractor and other SBE/DBE parties entered into during the life of this Contract;
- Pace to verify any commitment represented to Pace in connection with Contractor's use of SBE/DBEs in the performance of this Contract; and
- the authorized representative(s) of Pace, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to Contractor's performance under the SBE provisions of this Contract.

**Failure to Comply with SBE Program Requirements:**

Contractor has the burden of proving compliance with all of Contractor's SBE obligations under this Contract. If Contractor fails to fulfill those obligations, Pace will provide Contractor with written notice of the deficiencies. Contractor will have 60 days from Contractor's receipt of the notice to cure those deficiencies. If Contractor does not timely cure those deficiencies, Pace will make a determination of non-compliance and may, in addition to pursuing any other available legal remedy, commence proceedings, which may include, but are not limited to, the following:

- suspension of any payment, in whole or in part, due Contractor until such time as the issues concerning Contractor's compliance are resolved;
- termination or cancellation of this Contract, in whole or in part, unless Contractor is able to demonstrate, within a reasonable time, that it is in compliance with the SBE requirements of this Contract;
- non-exercise of Contract renewal option(s), if any; and
- debarment from future business with Pace.

**SCHEDULE A  
Summary of SBE/DBE Participation**

**THIS SCHEDULE A MUST BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE A WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE A.**

SBE/DBE'S NAME: \_\_\_\_\_

SBE/DBE'S ADDRESS: \_\_\_\_\_

PACE SOLICITATION NUMBER: \_\_\_\_\_

The SBE/DBE listed above must be SBE or DBE certified by an Illinois Unified Certification Program certifying agency by the date and time Bids are due (see attached copy of current Illinois Unified Certification Program Letter of Certification). The SBE/DBE will provide the following work and/or material in connection with the solicitation:

SCOPE OF WORK <sup>1</sup>		NAICS CODE(S)	CONTRACT DOLLAR AMOUNT
WORK AND/OR MATERIAL	QUANTITY AND UNIT PRICE		
			\$
			\$
			\$
			\$
<sup>1</sup> Describe the work and/or material to be provided by the SBE/DBE, including quantity and unit price (if applicable).			<b>TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:</b> \$

**Subcontracting Levels** (indicate the percentage(s) as applicable):

The SBE/DBE will subcontract \_\_\_\_\_% of the dollar amount of its contract to SBE subcontractor(s).

The SBE/DBE will subcontract \_\_\_\_\_% of the dollar amount of its contract to DBE subcontractor(s).

The SBE/DBE will subcontract \_\_\_\_\_% of the dollar amount of its contract to non-SBE/DBE subcontractor(s).

**NOTE:** Indicate 0% if the SBE/DBE will not subcontract any of its work.

If any of the work will be subcontracted, provide the name of each subcontractor, a brief explanation for the subcontracting, and a brief description of the work to be subcontracted: \_\_\_\_\_

Any false, fraudulent, or deceitful statements or representations regarding the status of an individual or entity in order to qualify for SBE/DBE status or in connection with SBE/DBE participation in any DOT-assisted program may result in penalties imposed by law, ordinance, or resolution, including conviction for a Class 2 felony, penalty for one and a half times the value of the contract, termination of the contract, and prosecution under federal and/or state law.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule A and to review the accompanying Schedule B and, if applicable, Schedule C (collectively "SBE Schedules") on behalf of the contractor listed above; (b) to the best of my knowledge, information, and belief, the information provided in the SBE Schedules, including any attached documentation, is true and correct; and (c) the contractor will sign a written subcontract with each SBE/DBE subcontractor listed above for the corresponding scope of work indicated in this Schedule A and accompanying Schedule B within 30 business days after receiving the Pace DBELO's written request for a copy of each such subcontract. My typed name below constitutes my signature on this Schedule A.

\_\_\_\_\_  
Signature of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Telephone Number of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Printed Name of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Email Address of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Title of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Date

**SCHEDULE B**  
**Confirmation of Proposed SBE/DBE Participation**

**THIS SCHEDULE B MUST BE COMPLETED BY THE CONTRACTOR AND BY EACH SBE/DBE SUBCONTRACTOR PARTICIPATING IN THE SOLICITATION. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE B WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE B.**

SBE/DBE'S NAME: \_\_\_\_\_

SBE/DBE'S ADDRESS: \_\_\_\_\_

PACE SOLICITATION NUMBER: \_\_\_\_\_

The SBE/DBE listed above must be SBE or DBE certified by an Illinois Unified Certification Program certifying agency by the date and time that Bids are due (see attached copy of current Illinois Unified Certification Program Letter of Certification). The SBE/DBE will provide the following work and/or material at the dollar amount specified in connection with the solicitation and as shown on Schedule A of the contractor's bid:

SCOPE OF WORK <sup>1</sup>		CONTRACT DOLLAR AMOUNT
WORK AND/OR MATERIAL	QUANTITY AND UNIT PRICE	
		\$
		\$
		\$
		\$
<sup>1</sup> Describe the work and/or material to be provided by the SBE/DBE, including quantity and unit price (if applicable).		<b>TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:</b>
		\$

Any false, fraudulent, or deceitful statements or representations regarding the status of an individual or entity in order to qualify for SBE/DBE status or in connection with SBE/DBE participation in any DOT-assisted program may result in penalties imposed by law, ordinance, or resolution, including conviction for a Class 2 felony, penalty for one and a half times the value of the contract, termination of the contract, and prosecution under federal and/or state law.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule B on behalf of the SBE/DBE listed above; (b) to the best of my knowledge, information, and belief, the information provided in this Schedule B, including any attached documentation, is true and correct; and (c) the SBE/DBE listed above (if a subcontractor of the contractor) will sign a written subcontract with the contractor for the scope of work indicated in this Schedule B. My typed name below constitutes my signature on this Schedule B.

\_\_\_\_\_  
Signature of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Telephone Number of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Printed Name of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Email Address of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Title of SBE/DBE's Authorized Representative

\_\_\_\_\_  
Date

**SCHEDULE C**  
**Joint Venture Disclosure**

**THIS SCHEDULE C MUST BE COMPLETED BY ALL JOINT VENTURERS IF ALL ARE NOT SBE/DBEs. IF ALL JOINT VENTURERS ARE SBE/DBEs, THIS SCHEDULE C SHOULD NOT BE COMPLETED; HOWEVER, A COPY OF THE WRITTEN JOINT VENTURE AGREEMENT AND A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH SBE JOINT VENTURER AND EACH DBE JOINT VENTURER MUST BE SUBMITTED TO PACE WITH THE CONTRACTOR'S BID.**

**ALL INFORMATION REQUESTED IN THIS SCHEDULE C MUST BE ANSWERED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED IF NEEDED.**

**IF, AFTER THE SUBMISSION OF THIS SCHEDULE C AND BEFORE THE COMPLETION OF THE JOINT VENTURE'S WORK, THERE IS ANY CHANGE IN THE INFORMATION PROVIDED BELOW OR ANY PROPOSED CHANGE TO THE JOINT VENTURE AGREEMENT, THE JOINT VENTURE MUST PROMPTLY INFORM PACE'S DBE LIAISON OFFICER OF ANY SUCH CHANGE DIRECTLY IN WRITING OR THROUGH THE CONTRACTOR IF THE JOINT VENTURE IS A SUBCONTRACTOR.**

**PACE SOLICITATION NUMBER:** \_\_\_\_\_

**I. PROVIDE THE FOLLOWING INFORMATION FOR THE JOINT VENTURE:**

Name of joint venture: \_\_\_\_\_

Address of joint venture: \_\_\_\_\_

Telephone number of joint venture: \_\_\_\_\_

**II. PROVIDE THE FOLLOWING INFORMATION FOR EACH NON-SBE/DBE JOINT VENTURER:**

Name of non-SBE/DBE joint venturer: \_\_\_\_\_

Address of non-SBE/DBE joint venturer: \_\_\_\_\_

Telephone number of non-SBE/DBE joint venturer: \_\_\_\_\_

Name of contact person for matters concerning SBE/DBE compliance: \_\_\_\_\_

**III. PROVIDE THE FOLLOWING INFORMATION FOR EACH SBE/DBE JOINT VENTURER:**

Name of SBE/DBE joint venturer: \_\_\_\_\_

Address of SBE/DBE joint venturer: \_\_\_\_\_

Telephone number of SBE/DBE joint venturer: \_\_\_\_\_

**IV. DESCRIBE THE ROLE(S) OF EACH SBE/DBE JOINT VENTURER:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**V. ATTACH A COPY OF THE FULLY EXECUTED JOINT VENTURE AGREEMENT.** In order to demonstrate each SBE/DBE joint venturer's share in the ownership, control, management, responsibilities, risks, and profits of the joint venture, the joint venture agreement must include: (1) the SBE/DBE joint venturer's contributions of capital and equipment; (2) work items to be performed by the SBE/DBE joint venturer's own forces, (3) work items to be performed under the supervision of the SBE/DBE venturer; and (4) the commitment of management, supervisory, and operative personnel employed by the SBE/DBE joint venturer to be dedicated to the performance of the work.

**VI. ATTACH A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH SBE JOINT VENTURER AND EACH DBE JOINT VENTURER.**

**VII. PROVIDE THE FOLLOWING INFORMATION REGARDING OWNERSHIP OF THE JOINT VENTURE:**

- A. Identify the percentage of SBE/DBE and non-SBE/DBE ownership of the joint venture:
1. SBE/DBE ownership percentage: \_\_\_\_\_
  2. Non-SBE/DBE ownership percentage: \_\_\_\_\_
- B. Identify the SBE/DBE and non-SBE/DBE percentage for each of the following and provide descriptions and details, as applicable:
1. Sharing of profit and loss: \_\_\_\_\_  
\_\_\_\_\_
  2. Capital contributions:
    - a. Dollar amounts of initial contribution: \_\_\_\_\_  
\_\_\_\_\_
    - b. Dollar amounts of anticipated on-going contributions: \_\_\_\_\_  
\_\_\_\_\_
  3. Contributions of equipment (specify types, quality, and quantities of equipment to be provided by each joint venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  4. Other applicable ownership interests, including ownership options or other agreements that restrict or limit ownership and/or control:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  5. Provide copies of all written agreements between joint venturers concerning the work.
  6. Identify each Pace contract that any joint venturer currently has with Pace and each Pace contract that any joint venturer has had during the past two years:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VIII. IDENTIFY BY NAME AND FIRM THOSE INDIVIDUALS WHO ARE, OR WILL BE, RESPONSIBLE FOR AND HAVE THE AUTHORITY TO ENGAGE IN THE FOLLOWING MANAGEMENT FUNCTIONS AND POLICY DECISIONS (INDICATE ANY LIMITATIONS TO SUCH AUTHORITY, SUCH AS DOLLAR LIMITS AND/OR CO-SIGNATORY REQUIREMENTS):**

- A. Joint venture check signing: \_\_\_\_\_  
\_\_\_\_\_

- B. Negotiating and signing contracts on behalf of the joint venture: \_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing, and/or collateralizing loans: \_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit: \_\_\_\_\_  
\_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds: \_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements: \_\_\_\_\_  
\_\_\_\_\_
- G. Management of contract performance:
  - 1. Supervision of field operations: \_\_\_\_\_  
\_\_\_\_\_
  - 2. Major purchases: \_\_\_\_\_  
\_\_\_\_\_
  - 3. Estimating costs and scopes of work: \_\_\_\_\_  
\_\_\_\_\_
  - 4. Engineering: \_\_\_\_\_  
\_\_\_\_\_

**IX. PROVIDE THE FOLLOWING INFORMATION REGARDING FINANCIAL CONTROLS OF THE JOINT VENTURE:**

- A. Which firm and/or individual will be responsible for keeping the books of accounts? \_\_\_\_\_  
\_\_\_\_\_
- B. Identify the “managing partner,” if any, and describe the means and measure of the managing partner’s compensation: \_\_\_\_\_  
\_\_\_\_\_
- C. What authority does each joint venturer have to commit or obligate the other joint venturers to insurance and bonding companies, financial institutions, suppliers, subcontractors, and/or other parties participating in the performance of the work? \_\_\_\_\_  
\_\_\_\_\_

**X. STATE THE APPROXIMATE NUMBER OF PERSONNEL (BY TRADE AND PROFESSION) NEEDED TO PERFORM THE JOINT VENTURE’S WORK AND INDICATE WHETHER SUCH PERSONNEL WILL BE EMPLOYEES OF THE MAJORITY FIRM, THE SBE/DBE FIRM, OR THE JOINT VENTURE.**

TRADE	NON-SBE/DBE FIRM (NUMBER)	SBE/DBE (NUMBER)	JOINT VENTURE (NUMBER)

PROFESSION	NON-SBE/DBE FIRM (NUMBER)	SBE/DBE (NUMBER)	JOINT VENTURE (NUMBER)
PROFESSIONAL			
ADMINISTRATIVE/CLERICAL			
UNSKILLED LABOR			

A. Are any proposed joint venture employees currently employed by any joint venturer?

- Yes       No

If yes, identify the number of such employees employed:

By non-SBE/DBE joint venture: \_\_\_\_\_ By SBE/DBE joint venturer: \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for joint venture hiring: \_\_\_\_\_

**XI. PROVIDE ANY OTHER MATERIAL FACTS AND ADDITIONAL INFORMATION PERTINENT TO THE CONTROL AND STRUCTURE OF THE JOINT VENTURE:**

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Any false, fraudulent, or deceitful statements or representations regarding the status of an individual or entity in order to qualify for SBE/DBE status or in connection with SBE/DBE participation in any DOT-assisted program may result in penalties imposed by law, ordinance, or resolution, including conviction for a Class 2 felony, penalty for one and a half times the value of the contract, termination of the contract, and prosecution under federal and/or state law.

The undersigned hereby certify and affirm that the information provided in this Schedule C is true and correct and identifies and explains the terms and operations of the joint venture listed above and the intended participation of each joint venturer in the solicitation. The typed name of each of the undersigned constitutes his/her signature on this Schedule C.

\_\_\_\_\_  
Name of SBE/DBE Firm

\_\_\_\_\_  
Name of Non-SBE/DBE Firm

\_\_\_\_\_  
Signature of Authorized Representative of SBE/DBE Firm

\_\_\_\_\_  
Signature of Authorized Representative of Non-SBE/DBE Firm

\_\_\_\_\_  
Printed Name of Authorized Representative of SBE/DBE Firm

\_\_\_\_\_  
Printed Name of Authorized Representative of Non-SBE/DBE Firm

\_\_\_\_\_  
Title of Authorized Representative of SBE/DBE Firm

\_\_\_\_\_  
Title of Authorized Representative of Non-SBE/DBE Firm

\_\_\_\_\_  
Telephone Number of Authorized Representative of SBE/DBE Firm

\_\_\_\_\_  
Telephone Number of Authorized Representative of Non-SBE/DBE Firm

\_\_\_\_\_  
Email Address of Authorized Representative of SBE/DBE Firm

\_\_\_\_\_  
Email Address of Authorized Representative of Non-SBE/DBE Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE D**  
**SBE/DBE Regular Dealer/Distributor Affirmation Form**

49 C.R.F. § 26.53(c)(1) requires recipients to make a preliminary counting determination for each SBE/DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in 49 C.F.R. §§ 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the SBE/DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation.

SBE/DBE NAME:	BIDDER NAME:
AUTHORIZED SBE/DBE REPRESENTATIVE NAME AND TITLE:	PACE SOLICITATION NUMBER:
TOTAL SUBCONTRACT/PURCHASE ORDER DOLLAR AMOUNT:	NAICS CODE(S) RELATED TO THE ITEMS TO BE SOLD OR LEASED:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment?  Yes     No

<b>If Yes, you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the SBE/DBE affirmation below.</b>	<b>If No, proceed to Question 1(a).</b>
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a. Are you selling bulk items (*e.g.*, petroleum products, steel, concrete or concrete products, gravel, stone, asphalt) or items not typically stocked due to their unique characteristics (a/k/a specialty items)?  Yes     No

<b>If Yes, proceed to Question 2.</b>	<b>If No, proceed to Question 1(b).</b>
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b. Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?  Yes     No

<b>If Yes, you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the DBE affirmation below.</b>	<b>If No, your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. Proceed to Question 3 to determine if the items delivered from and by other sources are eligible for distributor credit.</b>
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2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?  Yes     No

<b>If Yes, you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. Stop here. Read and sign the SBE/DBE affirmation below.</b>	<b>If No, your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. Proceed to Question 3.</b>
---	---

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (*e.g.*, a manufacture's facility)?  Yes     No

a. Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?  Yes     No

<b>If Yes to both Question 3 and Question 3(a), you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%. Read and sign the SBE/DBE affirmation below.</b>	<b>If No to either Question 3 or Question 3(a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted. Read and sign the SBE/DBE affirmation below.</b>
---	---

**SBE/DBE AFFIRMATION**

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the Bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

\_\_\_\_\_  
Signature of SBE/DBE Owner or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of SBE/DBE Owner or Authorized Representative

**BIDDER ACKNOWLEDGEMENT**

The Bidder acknowledges its responsibility for verifying the information provided by the SBE/DBE named above.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Bidder's Authorized Representative

**Insurance Requirements – 424077-1**

Contractor shall obtain and maintain insurance coverage required by this exhibit for the term of this Contract plus one additional year. If Contractor's warranty and/or a materials warranty applies to this Contract and extends beyond one year from the term of this Contract, evidence of insurance coverage must be for the entire length of Contractor's warranty or the materials warranty, whichever is greater. All insurers must maintain a rating of A-VII or better as rated by A.M. Best Company. If an A.M. Best rating is not available due to insurance coverage being underwritten by an alternative risk financing method (e.g., self-insurance, risk retention group, and captive insurance company), Contractor shall provide Pace with Contractor's most recent audited financial statements, audit report notes, state insurance department documents granting Contractor's self-insurance approval, and/or, at Pace's discretion, written attestation that Contractor possesses the necessary amount of unencumbered financial assets to support Contractor's retained risk financing exposures.

Contractor shall insert the substance of this exhibit in Contractor's contracts with subcontractors and independent contractors performing any work under this Contract ("Subs/Independents") and shall require all Subs/Independents to provide and maintain the insurance required by this exhibit, including naming Pace as an Additional Insured as set forth herein. It is Contractor's sole responsibility to ensure that the insurance coverage of the Subs/Independents meets or exceeds the insurance coverage required by this exhibit.

Prior to Contract award and within five business days of Pace's written request, Contractor shall provide Pace with the evidence of insurance coverage required by this exhibit for Pace's approval. Contractor shall not commence work under this Contract prior to that approval. If Contractor fails to provide the evidence of coverage required by this exhibit, Pace, in its sole discretion, may determine that Contractor is not responsible. Contractor agrees that any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided will not constitute a waiver of Contractor's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Contractor's responsibilities under other provisions of this Contract, including the indemnification provision of the Contract. Contractor's failure to carry, maintain, and/or document the insurance required by this exhibit will constitute a breach of this Contract.

Upon Pace's written request, Contractor shall provide Pace with a copy of each insurance policy required by this exhibit.

**Evidence of Insurance** must be on Acord 25 (or equivalent) Certificate of Insurance form and must evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Contractor shall provide Pace with an updated Certificate of Insurance by email to [insurancert@pacebus.com](mailto:insurancert@pacebus.com).

Contractor shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability} and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC 00 03 13, or their equivalent.

The following wording must appear on the Certificate of Insurance: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace."

Waiver of subrogation must appear on the Certificate of Insurance.

Additional Insured must appear on the Certificate of Insurance as "Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority."

The Certificate of Insurance must disclose all applicable deductibles or self-insured retentions, which are the sole responsibility of Contractor.

The insurance required by this exhibit must provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of that cancellation.

The Certificate Holder must appear on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attention: Insurance Liaison

**Insurance Coverages:**

Minimum insurance requirements for this Contract are identified in those paragraphs below marked with an ☒:

- ☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. This policy must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured by endorsement.
- ☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$1,000,000; General Aggregate-\$2,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. This policy must be written on an ISO CG 00 01 (or equivalent) and must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured by endorsement.
- ☒ **Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit. Executive officers, sole proprietors, general contractors utilizing independent contractor labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage must execute a hold harmless agreement provided by Pace.
- ☒ **Umbrella Liability Insurance** affording the following coverage and limits: \$2,000,000 each occurrence and \$2,000,000 aggregate. The insurance must provide coverage at least as broad as each of the underlying policies and must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured.
- ☒ **Waiver of Subrogation**  
Contractor and its insurer must waive any rights of subrogation that they have against Pace and the Regional Transportation Authority and, in connection therewith, Contractor's insurance policies required under this exhibit must include a waiver of subrogation clause or endorsement.

The insurance required under this Contract, including that which provides additional insured coverage for Pace and the Regional Transportation Authority, is primary and non-contributory to any other insurance of Pace and the Regional Transportation Authority.

**CONTRACTOR INFORMATION**

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The information supplied to the following questions will be used to evaluate bidder's qualifications to complete the work required by Pace. Please respond to the following questions or topics in the sequence format presented below. All questions must be answered and submitted with your proposal. Attach additional pages, if necessary.

**A. COMPANY INFORMATION**

Contractor Name: \_\_\_\_\_

Status: \_\_\_\_\_ Corporation \_\_\_\_\_ Individual Owner

Contractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Primary Contact: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Business Volume: Current YTD \_\_\_\_\_ Previous two years \$ \_\_\_\_\_ \$ \_\_\_\_\_

Number of employees: Mgmt.: \_\_\_\_ Supervision: \_\_\_\_ Certified Electricians\*: \_\_\_\_ General: \_\_\_\_

Certifications/Affiliations: \_\_\_\_\_  
\_\_\_\_\_

**\*Please provide, on a separate sheet, a list of those employees that may be assigned to complete work at the Pace designated facilities. Please include their qualifications (including grade/class), total years of experience and years of employment with your Company and the type of work they will be providing under this contract.**

**B. OPERATIONS**

Hours of Operations: \_\_\_\_\_

Standard Response Time: \_\_\_\_\_ Emergency Response Time: \_\_\_\_\_

Emergency Contact (24 hour availability): \_\_\_\_\_

The emergency phone #: \_\_\_\_\_ is (check one below)

\_\_\_ a direct line to emergency contact \_\_\_ an answering service \_\_\_ an answering machine

**C. WORK EXPERIENCE/CAPABILITY**

Services Provided: \_\_\_\_\_

Equipment Owned: \_\_\_\_\_

Facilities: (include address) \_\_\_\_\_

Would any of the work herein described be subcontracted? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, explain: \_\_\_\_\_

Subcontractor name & contact: \_\_\_\_\_

**D. CONTRACTOR REFERENCES**

Please provide four (4) references where you have performed similar work as outlined in this IFB. References must have been affiliated with Contractor for at least two (2) years. (Exclude any Pace projects)

1. Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

2. Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

3. Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

4. Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**E. WORK ORDER FORM**

Please attach a sample copy of your work order form.

**Cook County Prevailing Wage Rates posted on 5/21/2026**

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		62.06	67.64	2.0	2.0	2.0	2.0	7.07	27.81	0.00	3.69	2.72	0.00	39.95
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
CEMENT MASON	All	ALL		53.10	55.10	2.0	1.5	2.0	2.0	18.43	24.00	0.00	1.25		2.50	5.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION ELECTRICIAN	All	BLD		51.14	56.25	1.5	1.5	2.0	2.0	16.70	14.48	1.40	1.27	0.10	0.00	0.00
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		50.37	70.87	1.5	1.5	2.0	2.0	10.13	17.51	0.00	2.85	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRICIAN	All	ALL		57.75	63.53	1.5	1.5	2.0	2.0	19.34	21.13	1.60	1.87	0.30	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		52.25	54.75	1.5	1.5	2.0	2.0	14.29	19.02	0.00	1.00	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00

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MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00

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ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.80	18.19	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.58	58.95	1.5	1.5	2.0	2.0	15.88	28.92	0.00	1.20	0.00	0.00	0.00
SIGN HANGER	All	BLD		37.62	40.63	1.5	1.5	2.0	2.0	7.85	4.90	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		63.20	65.95	1.5	1.5	2.0	2.0	15.45	19.95	0.00	1.15	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	45.55	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	45.80	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	46.00	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	46.20	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	44.83	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	44.98	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	45.18	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	45.38	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TUCK POINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

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**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK 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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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.

COMMUNICATIONS ELECTRICIAN

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Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

### 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-

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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 75

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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

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.

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Class 6. ROV Pilot, ROV Tender

### SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

### 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.

### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

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

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 Turnpulls 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

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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.

### 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".



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Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		62.06	67.64	2.0	2.0	2.0	2.0	7.07	27.81	0.00	3.69	2.72	0.00	39.95
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
CEMENT MASON	All	ALL		53.10	55.10	2.0	1.5	2.0	2.0	18.43	24.00	0.00	1.25		2.50	5.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION TECHNICIAN	All	BLD		40.90	43.70	1.5	1.5	2.0	2.0	15.40	24.89	3.20	0.83	0.00	14.46	28.91
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		54.83	74.82	1.5	1.5	2.0	2.0	7.50	15.35	0.00	1.92	1.64	9.46	18.91
ELECTRIC PWR GRNDMAN	All	ALL		42.12	74.82	1.5	1.5	2.0	2.0	7.50	11.78	0.00	1.47	1.26	7.26	14.51
ELECTRIC PWR LINEMAN	All	ALL		65.92	74.82	1.5	1.5	2.0	2.0	7.50	18.46	0.00	2.31	1.98	11.38	22.75
ELECTRIC PWR TRK DRV	All	ALL		43.65	74.82	1.5	1.5	2.0	2.0	7.50	12.22	0.00	1.53	1.31	7.53	15.06
ELECTRICIAN	All	BLD		48.49	52.74	1.5	1.5	2.0	2.0	15.40	28.48	7.99	1.20	0.00	18.83	37.67
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	NE	ALL		52.25	54.75	1.5	1.5	2.0	2.0	14.29	19.02	0.00	1.00	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76

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MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT		53.25	53.25	1.5	1.5	2.0	2.0	25.20	22.75	2.00	3.00		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	56.30	1.5	1.5	1.5	2.0	16.20	11.43	0.00	1.75	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		53.00	56.18	1.5	1.5	2.0	2.0	12.95	25.66	0.00	1.49	0.00	4.31	8.61
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.80	18.19	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		58.83	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		63.20	65.95	1.5	1.5	2.0	2.0	15.45	19.95	0.00	1.15	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00

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STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	45.31	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.46	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	45.66	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	45.80	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TUCK POINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

### Legend

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

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

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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 Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

### 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

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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;

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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-

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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

### 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

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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.

### SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

### 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".



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Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		62.06	67.64	2.0	2.0	2.0	2.0	7.07	27.81	0.00	3.69	2.72	0.00	39.95
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
CEMENT MASON	All	ALL		52.15	54.15	2.0	1.5	2.0	2.0	12.86	30.96	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION TECHNICIAN	N	BLD		48.71	51.71	1.5	1.5	2.0	2.0	14.96	20.31	0.00	1.10		10.44	20.90
COMMUNICATION TECHNICIAN	S	BLD		49.70	53.20	1.5	1.5	2.0	2.0	17.30	19.41	0.00	1.74	0.00	0.00	0.00
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		54.83	74.82	1.5	1.5	2.0	2.0	7.50	15.35	0.00	1.92	1.64	9.46	18.91
ELECTRIC PWR GRNDMAN	All	ALL		42.12	74.82	1.5	1.5	2.0	2.0	7.50	11.78	0.00	1.47	1.26	7.26	14.51
ELECTRIC PWR LINEMAN	All	ALL		65.92	74.82	1.5	1.5	2.0	2.0	7.50	18.46	0.00	2.31	1.98	11.38	22.75
ELECTRIC PWR TRK DRV	All	ALL		43.65	74.82	1.5	1.5	2.0	2.0	7.50	12.22	0.00	1.53	1.31	7.53	15.06
ELECTRICIAN	N	ALL		59.11	64.11	1.5	1.5	2.0	2.0	16.83	24.13	0.00	1.77	0.00	12.71	25.41
ELECTRICIAN	S	BLD		60.17	66.19	1.5	1.5	2.0	2.0	17.55	23.84	0.00	2.11	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		50.68	56.76	1.5	1.5	2.0	2.0	13.56	27.20	0.00	1.80	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		55.55	62.22	2.0	2.0	2.0	2.0	13.56	31.29	0.00	1.80	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00

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MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT		53.25	53.25	1.5	1.5	2.0	2.0	25.20	22.75	2.00	3.00		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	56.30	1.5	1.5	1.5	2.0	16.20	11.43	0.00	1.75	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.80	18.19	0.00	1.14	0.00	0.00	0.00

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SHEETMETAL WORKER	All	BLD		58.83	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		63.20	65.95	1.5	1.5	2.0	2.0	15.45	19.95	0.00	1.15	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
SURVEY WORKER	All	HWY		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	45.31	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.46	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	45.66	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	45.80	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TUCK POINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

**Legend****Rg** Region**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers**C** Class**Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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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.

### **COMMUNICATIONS TECHNICIAN**

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX 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**

## Kane County Prevailing Wage Rates posted on 5/21/2026

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

## Kane County Prevailing Wage Rates posted on 5/21/2026

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

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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 ENGINEERS - FLOATING

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

### SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

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

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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

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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".

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Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		62.06	67.64	2.0	2.0	2.0	2.0	7.07	27.81	0.00	3.69	2.72	0.00	39.95
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00
CEMENT MASON	All	ALL		48.85	50.85	2.0	1.5	2.0	2.0	13.37	33.80	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION TECHNICIAN	All	BLD		46.00	50.60	1.5	1.5	2.0	2.0	17.54	18.15	0.00	0.75	2.37	0.00	0.00
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		50.37	70.87	1.5	1.5	2.0	2.0	10.13	17.51	0.00	2.85	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRICIAN	All	BLD		56.00	61.04	1.5	1.5	2.0	2.0	18.13	22.93	0.00	1.35	5.40	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		52.00	57.20	2.0	2.0	2.0	2.0	14.61	30.95	0.00	1.10		0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00

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MILLWRIGHT	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.80	18.19	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		58.83	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		63.20	65.95	1.5	1.5	2.0	2.0	15.45	19.95	0.00	1.15	0.00	0.00	0.00

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STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	47.95	48.50	1.5	1.5	2.0	2.0	12.15	14.31	0.00	0.35	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	48.10	48.50	1.5	1.5	2.0	2.0	12.15	14.31	0.00	0.35		0.00	0.00
TRUCK DRIVER	All	ALL	3	48.30	48.50	1.5	1.5	2.0	2.0	12.15	14.31	0.00	0.35	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	48.50	48.50	1.5	1.5	2.0	2.0	12.15	14.31	0.00	0.35	0.00	0.00	0.00
TUCK POINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

**Legend****Rg** Region**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers**C** Class**Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

## Explanations WILL 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.

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### 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.

### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

### 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

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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.

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### 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

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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

### SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

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### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

### 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

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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".