Request for Proposal For
Downtown Community Room
Painting Project
Rock Island Public Library

(BID PACKAGE RIPL-ID 020620)

City of Rock Island, Illinois
Rock Island Public Library

Director

Angela Campbell

Board

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Facilities

Kellie Kerns
Rock Island Public Library
Community Room Paint Project

BID PACKAGE RIPL-ID 020620

Upgrade Bid is for:

Downtown Library, 401 19th Street, Rock Island IL 61201
Community Room
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INVITATION FOR BIDS

BIDS DUE: March 10 2020
ROCK ISLAND PUBLIC LIBRARY
PAINT PROJECT BID
Downtown Library – Community Room
Bid Package RIPL-ID 020620
ROCK ISLAND, ILLINOIS 61201
DATE: February 6 2020

Rock Island Public Library, Illinois, will receive sealed Bids on Contract for the Downtown Library Community Room Paint Project; in accordance with plans, and specifications.

Bids shall be on Lump Sum and segregated basis.

Rock Island Public Library, Illinois, will receive Bids until 08:30 a.m., prevailing time, on Tuesday, the 10th day of March, 2020, at the Downtown Library, 401 19th Street, Floor 2, Business Office.

Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time, 401 19th Street, Floor 2, Director’s Office.

Bid Documents only available on City Website: http://www.rigov.org/bids.aspx. Please sign up for Bid Notifications with a valid email address in order to receive updates, addendums, and responses to Contractor questions. All questions regarding this Project must be emailed to kerns.kellie@rigov.org and all answers will be posted in related documents on the City’s Bid Page under a bid related document named “Contractor Questions and Answers.”

In order to be awarded this contract the prime contractor must perform at least 51 percent of the cost of the contract incurred for personnel with their own employees.

The City of Rock Island – Rock Island Public Library, is committed to preserving equal rights for all citizens during the implementation and construction of its projects and encourages Minority Contractors to submit Bids for this work. The City also encourages Bidders to consider hiring subcontractors and employees of all racial and ethnic backgrounds. Contractors for work under this Bid will obligate Contractor and subcontractors not to discriminate in employment practices. Submit compliance report in conformity with Executive Order No. 11246.

The Contractor will be responsible for complying with all local, state and federal regulations pertaining to this project including the State of Illinois law relating to prevailing wage and preference to citizens on public works. A list of prevailing wage rate is included in the contract documents.

*A viewing of the project area will be Tuesday, March 3, at 09:00 a.m., at the Downtown Library, 401 19th Street, Floor 2. Any contractor wanting to bid the project must be present at the walkthrough in order for their bid to be considered.*

Bids may be held by the Rock Island Public Library for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders, prior to awarding of the Contract.

City of Rock Island reserves the right to waive irregularities and to reject Bids.
INSTRUCTIONS TO BIDDERS

Plan and Proposal Documents Prepared by:

The City of Rock Island - Rock Island Public Library
401 19th Street
Rock Island, Illinois 61201

The Proposal to be Submitted By:

Tuesday, March 10, 08:30 a.m.
Viewing of project area is scheduled for March 3, 2020, 9:00 AM. See Special Provision/Page 8/SP-1.

Proposal Items to be Signed and/or Filled in:

1. Special Provisions ........................................................................................................................................8-10

Additional Items Required to Be Submitted with Bid:

1. Certificate of Authority

Completion Date:

May 22, 2020

Specifications:

This contract shall be in accordance with the State and Federal Equal Opportunity laws; Illinois EPA 415 ILCS 5; Illinois Public Act 95-0026; EJCDC C-700 Standard General Conditions; City of Rock Island Code of Ordinances; and the Special Provisions contained within these contract documents.
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SPECIAL PROVISIONS

SP-1. PROJECT AREA

The Rock Island Public Library intends to repaint the Downtown Library, Community Room. This project will include removal of vinyl wallpaper and mold, wall prep and repair, painting of HVAC units, and removal of on site debris.

It is imperative to correctly price this project so a determination may be made as to priority, final placement, and timing of project.

Contractor is expected to use all visual references and minimum requirements provided in this contract if reasonable to do so in order to bid the project.

**Viewing of project area available for all bidders Wednesday, March 3, at 9:00 AM.**

_____ Contractors Initials, denotes acceptance of SP-1

SP-2. TIME FOR COMPLETION

The work which the Contractor is to perform under this Contract shall begin at the time specified by the Library in the "Notice to Proceed" to the Contractor and shall be fully completed by May 22 2020.

All provided forms and requested material must be included in the contractors bid package in original form only; copies or facsimile documents are not acceptable and will disqualify your bid.

_____ Contractors Initials, denotes acceptance of SP-2

SP-3. LIQUIDATED DAMAGES

Since it is impossible to assess accurately the ramifications which may be caused by delay by the Contractor in completing the work required by this Contract, owing to obligations undertaken by the Library with respect to the Project Area, the parties have agreed upon the sum of **$50.00 per day** as liquidated damages for which the Contractor and his sureties shall be liable, to be paid by the Contractor to the Rock Island Public Library **for each calendar day beyond the completion date accepted per Contract signed by both parties** for which ever option has been chosen on which any part of the work required under this Contract shall not have been fully and satisfactorily completed.

_____ Contractors Initials, denotes acceptance of SP-3

SP-4. PRIME CONTRACTOR REQUIREMENTS (LIMITATIONS ON SUBCONTRACTING)

In order to be awarded this contract the prime contractor must perform at least 51 percent of the cost of the contract incurred for personnel with their own employees.

Definitions. The following definitions apply to this section:

Subcontracting. That portion of the contract performed by a firm, other than the prime contractor awarded the contract, under a second contract, purchase order, or agreement for any supplies or services as a portion of the solicitation. Where the prime contractor has been directed by the Rock Island Public Library to use any specific source for supplies or services, the costs associated with those purchases will be considered as part of the cost of materials, not subcontracting costs.
Compliance will be considered an element of responsibility and not a component of size eligibility. Work to be performed by subsidiaries or other affiliates of the prime contractor is not counted as being performed by the prime contractor for purposes of determining whether the prime contractor will perform the required percentage of work.

Contracts Initials, denotes acceptance of SP-4

**SP-5. RESPONSIBILITIES OF CONTRACTOR AND THEIR SUBCONTRACTORS**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, permits, superintendence, damage to items, temporary construction of every nature and charges; operational site must always be maintained in a secured/locked condition until finalization of the project.

Contracts Initials, denotes acceptance of SP-5

**SP-6. COMMUNICATIONS**

Contractor must sign up for Bid Notifications with a valid email address in order to receive updates, addendums, and responses to Contractor questions.

All questions regarding this Project must Emailed to kerns.kellie@rigov.org.

All notices, demands, requests, instructions, approvals, proposals, and claims must be submitted in writing and sent by email to kerns.kellie@rigov.org, with the subject line RIPL-ID 12112018 Round 1. All questions and responses will be posted under related documents on the City’s Bid Page for this project under a bid related document named “Contractor Questions and Answers.”

Voice communication questions will not be responded to or relayed during the bidding process. Upon award of contract the awarded contractor may communicate freely with the Business Office securely and directly by phone or email.

Contracts Initials, denotes acceptance of SP-6

**SP-7. GENERAL AND SITE SPECIFIC INFORMATION**

Minimum Description and Requirements:

Community Room
- Remove all vinyl wallcovering (VWC)
- Repair and Prep walls
- Prime walls and apply 2 coats of Promar 200 Egg-shell
- Apply 2 coats of Promar 200 Egg-shell to Stage Area
- Spot prime and paint 2 coats of Pro-industrial Pre-Catalyzed Epoxy to HVAC units
- Apply 2 coats of Promar 200 to Kitchnette and Fire Escape Rooms
*Notes*
Protect all surfaces from paint and splatter.
HVAC units to be painted in room with Pre-Cat Epoxy.
Vinyl wallcovering (VWC) and other debris to be removed from site by contracting crew.
Contracting crew to practice “Clean-As-We-Go” policies.
Work to be performed on Friday and Saturdays not to disrupt library operations, and minimize public and staff impact.
Remove and clean any mold found behind VWC.
Colors to be determined by Library Administration.
Woodwork refinishing is excluded from this bid.
Rolling scaffolding to used.
Areas to be cleaned daily.
Contracting crew to ensure and create areas of egress for Library staff and patrons while work is being conducted in the Community Room.
Contract shall use only Sherwin-Williams products.

*Pricing is tax exempt.

All applicable products with descriptions and price points, must be included in the bid package.
Alternate brands and like-product lines will not be accepted. Specifications must be met.

All bids must include a detailed implementation schedule outlining points that may apply.

_____Contractors Initials, denotes acceptance of SP-7
BID FOR PROJECT AREA

TO: Rock Island Public Library, 401 19th Street, Rock Island, IL 61201

The undersigned, having familiarized themselves with the existing conditions of the Project affecting the cost of the work and with the Contract Documents as prepared and on file in the office of the Business Office, Floor 2, 401 19th Street, Rock Island, Illinois, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, to perform and complete all work required for the project for the sums of:

Total Sum: $______________________, as the sum total of the following line items (SP-7)

PLEASE NOTE: Failure to complete all items will disqualify your bid.

1. In submitting this Bid, the Bidder understands that the right is reserved by this Awarding Authority to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is presented to him/her for signature.

2. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other bid for the Contract for which this Bid is submitted.

3. Attached hereto is proof of insurance.

4. The Bidder is prepared to submit a financial and experience statement upon request.

5. The Principal/s of the Bidder/s is/are:

Name:
Address:
ID or Social Security#:

Signature: Date:
EQUAL EMPLOYMENT OPPORTUNITY

Federal and State laws prohibit discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, political affiliation, age and physical or mental handicap unrelated to ability. They further require elimination of discrimination in employment with regards to upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, forms of compensation, selection for training (including apprenticeship) of employees, as well as any other personnel actions.

A. The Contractor agrees to post Equal Employment Opportunity notices in conspicuous places (e.g. at company headquarters, around time clocks, at work sites, on company bulletin boards, in lunchrooms) available to employees and applicants for employment.

B. The Contractor shall in all solicitation or advertisements for employees to be hired under this contract state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, political affiliation, or age.
NON-COLLUSION AFFIDAVIT OF PRIME-BIDDERS

being

first duly sworn, deposes and says that:

1) He/She is the (owner, partner, officer, representative or agent) of

the bidder that has submitted the attached bid;

2) He/She is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid.

3) Such bid is genuine and is not a collusive or sham bid.

4) Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees or parties conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement or advantages against the City of Rock Island, Illinois, or person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: ______________________________________________

(signature)

Attest ____________________________  ____________________________

(witness) (title)
AGREEMENT FOR PROJECT AREAS

THIS AGREEMENT made this ___ day of _____, 2020, by the Rock Island Public Library herein called “OWNER”, acting through its Director and

__________________________
(a corporation) (a Partnership)
(an individual d.b.a)

of

__________________________
Address

ROCK ISLAND, ILLINOIS And County of, ROCK ISLAND.

Herein after called “CONTRACTOR”,

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the statement of work described as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery tools, equipment and services, including utility and transportation and security services, and perform and complete all work required in an efficient and workmanlike manner, as follows:

Total Bid:

$________________, as the sum total of the following line items:

Address to have Painting Services:

1. 401 19th Street.

to be completed no later than May 22, 2020 in strict accordance with the Contract Documents for Project Areas, including all Addenda thereto numbered N/A and N/A.

ARTICLE 2. The Contract Price. The City of Rock Island - Rock Island Public Library will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions as provided in Section 107, CHANGES IN THE WORK, GENERAL CONDITIONS, PART I, the sum of:

Total Bid: ** ______________________________** Dollars ($_____)


ARTICLE 3. Contract. The executed contract documents shall consist of the following:

1. This Agreement
2. Signed Copy of Bid
3. Proof of Insurance
   - Instructions to Bidders
   - General Specifications
   - Extra copies of Bid Forms to be completed are not included in executed contract documents.

THIS AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the contract as if hereto attached, or herein repeated, forms and the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in 3 original copies on the day and year first above written.

(Seal)

__________________________
Facilities Director Signature

__________________________
Witness

(Seal)

__________________________
Library Director Signature

__________________________
Signature

__________________________
Title

__________________________
CONTRACTOR Name
STATEMENT OF BIDDERS QUALIFICATIONS
(Downtown Library Community Room Painting Project - Project Area Contractor)

All questions must be answered and the date/s given must be clear and comprehensive. The statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder:

2. Permanent main office address, including City, State and Zip Code:

3. Date organized:

4. If a corporation, where incorporated?

5. How many years have you been engaged in general paint services under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
   a. Contract __________________________ Gross Amount _______ Date___
   b. Contract __________________________ Gross Amount _______ Date___
   c. Contract __________________________ Gross Amount _______ Date___

7. General character of work performed by your company:

8. Have you ever failed to complete any work awarded to you? No ______ Yes ______
   If Yes, where and why?

9. Have you ever defaulted on a contract? No ______ Yes __________________________
   If Yes, where and why?
10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed:

11. List your major equipment available for this contract:

12. Experience in paint/mold removal/wall prep and repair work similar in importance to this project:

13. Background and experience of the principal members of your organization, including the officers (attachment of supplemental documents applicable):

14. Credit available: $

15. Bank references:

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Rock Island?  No _____________ Yes _____

17. Have you ever been a part to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion?  No _____________ Yes _____
   If Yes, give full details:

18. Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding, including any proceeding related to any Federal Agency?  No _____ Yes ________ If Yes, give full details:
The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Rock Island in verification of the recitals comprising this Statement of Bidders Qualifications.

Dated at _________________________________ this______ day of ______________, 20___________

____________________________________
Contractor Name

BY

__________________________
Signature

_________________________
Title

State of____________________  )
County of____________________  ) SS

being duly sworn, deposes and says that he/she is the
Print Name of Individual

Title

Of ____________________________
CONTRACTOR Company Name

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

_________________________
Notary Signature

(Notary Seal)

My commission expires__________________________
NOTICE TO PROCEED

TO:

ADDRESS:

CONTRACT: Downtown Library, Community Room, Painting Project
PROJECT: Construction
CONTRACT NO.: RIPL-ID 02062020

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to other identified additional insured's), certificates of insurance with each is required to purchase and maintain in accordance with the Contract Documents.

City of Rock Island - Rock Island Public Library

Owner Name

Director Signature
Public Act 095-0026

HB1795 Enrolled   LRB095 08260 RLC 28432 b

AN ACT concerning employment.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Short title. This Act may be cited as the Employee Classification Act.

Section 3. Purpose. This Act is intended to address the practice of misclassifying employees as independent contractors.

Section 5. Definitions. As used in this Act:
"Construction" means any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any building, structure, highway, roadway, street, bridge, alley, sewer, ditch, sewage disposal plant, water works, parking facility, railroad, excavation or other structure, project, development, real property or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project, development, real property or improvement herein described of any material or article of merchandise. Construction shall also include moving construction related materials on the job site to or from the job site.
"Contractor" means any sole proprietor, partnership, firm, corporation, limited liability company, association or other legal entity permitted by law to do business within the State of Illinois who engages in construction as defined in this Act. "Contractor" includes a general contractor and a subcontractor.
"Department" means the Department of Labor.
"Director" means the Director of the Department of Labor.
"Employer" means any contractor that employs individuals deemed employees under Section 10 of this Act; however, "employer" does not include (i) the State of Illinois or its officers, agencies, or political subdivisions or (ii) the federal government.
"Entity" means any contractor for which an individual is performing services and is not classified as an employee under Section 10 of this Act; however, "entity" does not include (i) the State of Illinois or its officers, agencies, or political subdivisions or (ii) the federal government.
"Interested party" means a person with an interest in compliance with this Act.
"Performing services" means the performance of any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling,
remediating, renovating, custom fabricating, maintenance, landscaping, improving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any building, structure, highway, roadway, street, bridge, alley, sewer, ditch, sewage disposal plant, water works, parking facility, railroad, excavation or other structure, project, development, real property or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project, development, real property or improvement herein described of any material or article of merchandise. Construction shall also include moving construction related materials on the job site to or from the job site.

Section 10. Applicability; status of individuals performing service.
(a) For the purposes of this Act, an individual performing services for a contractor is deemed to be an employee of the employer except as provided in subsections (b) and (c) of this Section.
(b) An individual performing services for a contractor is deemed to be an employee of the contractor unless it is shown that:

(1) the individual has been and will continue to be free from control or direction over the performance of the service for the contractor, both under the individual's contract of service and in fact;
(2) the service performed by the individual is outside the usual course of services performed by the contractor; and
(3) the individual is engaged in an independently established trade, occupation, profession or business; or
(4) the individual is deemed a legitimate sole proprietor or partnership under subsection (c) of this Section.
(c) The sole proprietor or partnership performing services for a contractor as a subcontractor is deemed legitimate if it is shown that:

(1) the sole proprietor or partnership is performing the service free from the direction or control over the means and manner of providing the service, subject only to the right of the contractor for whom the service is provided to specify the desired result;
(2) the sole proprietor or partnership is not subject to cancellation or destruction upon severance of the relationship with the contractor;
(3) the sole proprietor or partnership has a substantial investment of capital in the sole proprietorship or partnership beyond ordinary tools and equipment and a personal vehicle;
(4) the sole proprietor or partnership owns the capital goods and gains the profits and bears the losses of the sole proprietorship or partnership;
(5) the sole proprietor or partnership makes its services available to the general public or the business community on a continuing basis;
(6) the sole proprietor or partnership includes services rendered on a Federal Income Tax Schedule as an independent business or profession;
(7) the sole proprietor or partnership performs
and any investigator with the Department shall be authorized to visit and inspect, at all reasonable times, any places covered by this Act and shall be authorized to inspect, at all reasonable times, documents related to the determination of whether an individual is an employee under Section 10 of this Act. The Director of Labor or his or her representative may compel, by subpoena, the attendance and testimony of witnesses and the production of books, payrolls, records, papers, and other evidence in any investigation and may administer oaths to witnesses.

(b) Whenever the Department believes upon investigation that there has been a violation of any of the provisions of this Act or any rules or regulations promulgated under this Act, the Department may: (i) issue and cause to be served on any party an order to cease and desist from further violation of the Act, (ii) take affirmative or other action as deemed reasonable to eliminate the effect of the violation, (iii) collect the amount of any wages, salary, employment benefits, or other compensation denied or lost to the individual, and (iv) assess any civil penalty allowed by this Act. The civil penalties assessed by the Department as well as any other relief requested by the Department shall be recoverable in an action brought in the name of the people of the State of Illinois by the Attorney General.

Section 30. Attorney General; State's Attorneys. Criminal violations of this Act shall be prosecuted by the Attorney General or the appropriate State's Attorney. The Department shall refer matters to the Attorney General and the appropriate State's Attorney upon determining that a criminal violation may have occurred. In all other proceedings the Department shall be represented by the Attorney General's Office.

Section 35. Contempt. Whenever it appears that any employer or entity has violated a valid order of the Department issued under this Act, the Director of Labor may commence an action and obtain from the court an order commanding the employer or entity to obey the order of the Department or be adjudged guilty of contempt of court and punished accordingly.

Section 40. Penalties. An employer or entity that violates any of the provisions of this Act or any rule adopted under this Act shall be subject to a civil penalty not to exceed $1,500 for each violation found in the first audit by the Department. Following a first audit, an employer or entity shall be subject to a civil penalty not to exceed $2,500 for each repeat violation found by the Department within a 5 year period. For purposes of this Section, each violation of this Act for each person and for each day the violation continues shall constitute a separate and distinct violation. In determining the amount of a penalty, the Director shall consider the appropriateness of the penalty to the employer or entity charged, upon the determination of the gravity of the violations. The amount of the penalty, when finally determined, may be recovered in a civil action filed in any circuit court by the Director of Labor, or a person aggrieved by a violation of this Act or any rule adopted under this Act. In any civil action brought by an interested party pursuant to this Section, the circuit court shall award the interested party 10% of the amount recovered. In such case, the remaining amount recovered
shall be submitted to the Director of Labor. Any uncollected amount shall be subject to the provisions of the Illinois State Collection Act of 1986.

Section 42. Debarments. For any second or subsequent violation determined by the Department which is within 5 years of an earlier violation, the Department shall add the employer or entity’s name to a list to be posted on the Department’s official website. Upon such notice, the Department shall notify the violating employer or entity. No state contract shall be awarded to an employer or entity appearing on the list until 4 years have elapsed from the date of the last violation.

Section 45. Willful violations.
(a) Whoever willfully violates any of the provisions of this Act or any rule adopted under this Act or whoever obstructs the Director of Labor, or his or her representatives, or any other person authorized to inspect places of employment under this Act shall be liable for penalties up to double the statutory amount.
(b) Whoever willfully violates any of the provisions of this Act or any rule adopted under this Act shall be liable to the employee for punitive damages in an amount equal to the penalties assessed in subsection (a) of this Section.
(c) The penalty shall be imposed in cases in which an employer or entity’s conduct is proven by a preponderance of the evidence to be willful. The penalty may be recovered in a civil action brought by the Director of Labor in any circuit court. In any such action, the Director of Labor shall be represented by the Attorney General. Any uncollected amount shall be subject to the provisions of the Illinois State Collection Act of 1986.
(d) An entity or employer that willfully violates any provision of this Act or any rule adopted under this Act commits a Class C misdemeanor. An entity or employer that commits a second or subsequent violation within a 5 year period commits a Class 4 felony.

Section 50. Employee Classification Fund. All moneys received by the Department as fees and civil penalties under this Act shall be deposited into the Employee Classification Fund and shall be used, subject to appropriation by the General Assembly, by the Department for administration, investigation, and other expenses incurred in carrying out its powers and duties under this Act. The Department shall hire as many investigators and other personnel as may be necessary to carry out the purposes of this Act. Any moneys in the Fund at the end of a fiscal year in excess of those moneys necessary for the Department to carry out its powers and duties under this Act shall be available to the Department for the next fiscal year for any of the Department’s duties.

Section 55. Retaliation.
(a) It is a violation of this Act for an employer or entity, or any agent of an employer or entity, to retaliate through discharge or in any other manner against any person for exercising any rights granted under this Act. Such retaliation shall subject an employer or entity to civil penalties pursuant to this Act or a private cause of action, or both.
(b) It is a violation of this Act for an employer or entity
shall be submitted to the Director of Labor. Any uncollected amount shall be subject to the provisions of the Illinois State Collection Act of 1986.

Section 42. Debarments. For any second or subsequent violation determined by the Department which is within 5 years of an earlier violation, the Department shall add the employer or entity's name to a list to be posted on the Department's official website. Upon such notice, the Department shall notify the violating employer or entity. No state contract shall be awarded to an employer or entity appearing on the list until 4 years have elapsed from the date of the last violation.

Section 45. Willful violations.
(a) Whoever willfully violates any of the provisions of this Act or any rule adopted under this Act or whoever obstructs the Director of Labor, or his or her representatives, or any other person authorized to inspect places of employment under this Act shall be liable for penalties up to double the statutory amount.
(b) Whoever willfully violates any of the provisions of this Act or any rule adopted under this Act shall be liable to the employee for punitive damages in an amount equal to the penalties assessed in subsection (a) of this Section.
(c) The penalty shall be imposed in cases in which an employer or entity's conduct is proven by a preponderance of the evidence to be willful. The penalty may be recovered in a civil action brought by the Director of Labor in any circuit court. In any such action, the Director of Labor shall be represented by the Attorney General. Any uncollected amount shall be subject to the provisions of the Illinois State Collection Act of 1986.
(d) An entity or employer that willfully violates any provision of this Act or any rule adopted under this Act commits a Class C misdemeanor. An entity or employer that commits a second or subsequent violation within a 5 year period commits a Class 4 felony.

Section 50. Employee Classification Fund. All moneys received by the Department as fees and civil penalties under this Act shall be deposited into the Employee Classification Fund and shall be used, subject to appropriation by the General Assembly, by the Department for administration, investigation, and other expenses incurred in carrying out its powers and duties under this Act. The Department shall hire as many investigators and other personnel as may be necessary to carry out the purposes of this Act. Any moneys in the Fund at the end of a fiscal year in excess of those moneys necessary for the Department to carry out its powers and duties under this Act shall be available to the Department for the next fiscal year for any of the Department's duties.

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(b) It is a violation of this Act for an employer or entity
who shall be obliged to check such employer or entity’s compliance with their laws, utilizing their own definitions, standards, and procedures.

Section 80. Effect of Final Order. Any finding made pursuant to this Act is for the purpose of enforcing this Act and may not be admissible or binding against a party in any other proceeding.

Section 900. The State Comptroller Act is amended by adding Section 9.06 as follows:

(15 ILCS 405/9.06 new)
Sec. 9.06. Misclassification of employees as independent contractors. The Department of Labor, the Department of Employment Security, the Department of Revenue, the Office of the State Comptroller, and the Illinois Workers' Compensation Commission shall cooperate under the Employee Classification Act by sharing information concerning any suspected misclassification by an employer or entity, as defined in the Employee Classification Act, or one or more employees as independent contractors.

Section 901. The Department of Employment Security Law of the Civil Administrative Code of Illinois is amended by adding Section 1005-160 as follows:

(20 ILCS 1005/1005-160 new)
Sec. 1005-160. Misclassification of employees as independent contractors. The Department of Labor, the Department of Employment Security, the Department of Revenue, the Office of the State Comptroller, and the Illinois Workers' Compensation Commission shall cooperate under the Employee Classification Act by sharing information concerning any suspected misclassification by an employer or entity, as defined in the Employee Classification Act, of one or more employees as independent contractors.

Section 905. The Department of Labor Law of the Civil Administrative Code of Illinois is amended by adding Section 1505-125 as follows:

(20 ILCS 1505/1505-125 new)
Sec. 1505-125. Misclassification of employees as independent contractors. The Department of Labor, the Department of Employment Security, the Department of Revenue, the Office of the State Comptroller and the Illinois Workers' Compensation Commission shall cooperate under the Employee Classification Act by sharing information concerning any suspected misclassification by an employer or entity, as defined in the Employee Classification Act, of one or more employees as independent contractors.

Section 910. The Department of Revenue Law of the Civil Administrative Code of Illinois is amended by adding Section 2505-750 as follows:

(20 ILCS 2505/2505-750 new)
Sec. 2505-750. Misclassification of employees as independent contractors. The Department of Labor, the
Department of Employment Security, the Department of Revenue, the Office of the State Comptroller, and the Illinois Workers' Compensation Commission shall cooperate under the Employee Classification Act by sharing information concerning any suspected misclassification by an employer or entity, as defined in the Employee Classification Act, of one or more employees as independent contractors.

Section 915. The State Finance Act is amended by adding Section 5.675 as follows:

(30 ILCS 105/5.675 new)
Sec. 5.675. The Employee Classification Fund.

Section 920. The Illinois Procurement Code is amended by changing Section 50-70 as follows:

(30 ILCS 500/50-70)
Sec. 50-70. Additional provisions. This Code is subject to applicable provisions of the following Acts:
(1) Article 33E of the Criminal Code of 1961;
(2) the Illinois Human Rights Act;
(3) the Discriminatory Club Act;
(4) the Illinois Governmental Ethics Act;
(5) the State Prompt Payment Act;
(6) the Public Officer Prohibited Activities Act; and
(7) the Drug Free Workplace Act; and
(8) the Employee Classification Act.
(Source: P.A. 90-572, eff. 2-6-98.)

Section 925. The Workers' Compensation Act is amended by adding Section 26.1 as follows:

(820 ILCS 305/26.1 new)
Sec. 26.1. Misclassification of employees as independent contractors. The Department of Labor, the Department of Employment Security, the Department of Revenue, the Office of the State Comptroller, and the Illinois Workers' Compensation Commission shall cooperate under the Employee Classification Act by sharing information concerning any suspected misclassification by an employer or entity, as defined in the Employee Classification Act, of one or more employees as independent contractors.

Section 990. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.

Section 999. Effective date. This Act takes effect January 1, 2008.

INDEX
Statutes amended in order of appearance

New Act
15 ILCS 405/9.06 new
20 ILCS 1005/1005-160 new
20 ILCS 1505/1505-125 new
20 ILCS 2505/2505-750 new
30 ILCS 105/5.675 new
30 ILCS 500/50-70
820 ILCS 305/26.1 new
SUBSTANCE ABUSE PREVENTION PROGRAM

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

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.
ENVIRONMENTAL SAFETY

(415 ILCS 5/) Environmental Protection Act.

A copy of the legislation may be downloaded at:

PREVAILING WAGE AND LABOR LAWS

Illinois Department of Labor: https://www.illinois.gov/idol

Current Prevailing Wage for Month of Contract Award may be downloaded at:
https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

IL LAWS RELATING TO PREVAILING WAGE, CERTIFIED MONTHLY PAYROLL & PREFERENCE TO ILLINOIS CITIZENS

Illinois Prevailing Wage Act
This act stipulates that a wage of no less than the general prevailing hourly rate as paid for work of 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. The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in prominent and easily accessible places at the site of work.

Illinois Preference Act
Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level on unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. “Illinois laborer” means any person who has resided in Illinois for at least thirty (30) days and intends to remain and Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three (3) of his regularly employed non-resident executives and technical experts, who do not qualify as Illinois laborers, to do work encompassed by the Contract during periods of excessive unemployment.
0700 STANDARD GENERAL CONDITIONS

A copy of the required 0700 Standard General Conditions may be downloaded at:

http://rigov.org/Search/Results?searchPhrase=standard%0conditions