| | | | Proposal Su | bmitted By |
|--|--------|--|--|--|
| LETTIN | NG DAT | E January 20, 2006 | | |
| | NUMBEF | R 1A | Name | |
| | | | Address | |
| | | | City/State | |
| | | | Zip Code | Telephone Number |
| | | | FEIN Number | FAX Number |
| BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL (See instructions inside front cover) | F (| NOTICE TO PRO This proposal can be us by only those companies AUTHORIZATION TO E Construction. (SEE INSTRUCTIONS OF COUNTY DESIGNATIO ILLINOIS PROJECT NO | ed for bidding purpos s that request and red BID from IDOT's Centr ON THE INSIDE OF C COVE of Transportation ONAUTICS f Illinois - Willard TION Savoy N Champaign | es eeive written ral Bureau of COVER) |

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included.

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

| Questions Regarding | Call |
|--|--------------|
| Prequalification and/or Authorization to Bid | 217/782-3413 |
| Preparation and submittal of bids | 217/782-7806 |
| Mailing of plans and proposals | 217/782-7806 |



PROPOSAL

1. Proposal of ____

Taxpayer Identification Number (Mandatory)

for the improvement officially known as:

- (a) University of Illinois Willard Airport
- (b) The proposed improvement shown in detail on the plans issued by the Department schedule and detail sheets included herein, includes, in general, the following described work:

Rehabilitate terminal access roads and parking lots.

TO THE DEPARTMENT OF TRANSPORTATION

2. The plans for the proposed work are those issued by the Department of Transportation to cover the work described above.

The specifications are those prepared by the Department of Transportation, Division of Aeronautics and designated as "Standard Specifications for Construction of Airports," adopted January, 1985, the "Supplemental Specifications and Recurring Special Provisions," adopted July 1, 2004 and the "Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

3. **COMPLETION TIME/LIQUIDATED DAMAGES**. It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within <u>105</u> calendar days, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

| Day of Overrun in Contract Time | | | | | |
|---------------------------------|------------------|--------------|--|--|--|
| Original Cont | ract Amount | Daily Charge | | | |
| From More | To and | Calendar | | | |
| Than | <u>Including</u> | <u>Day</u> | | | |
| \$ 0 | \$ 25,000 | \$ 300 | | | |
| 25,000 | 100,000 | 375 | | | |
| 100,000 | 500,000 | 550 | | | |
| 500,000 | 1,000,000 | 725 | | | |
| 1,000,000 | 2,000,000 | 900 | | | |
| 2,000,000 | 3,000,000 | 1,100 | | | |
| 3,000,000 | 5,000,000 | 1,300 | | | |
| 5,000,000 | 7,500,000 | 1,450 | | | |
| 7,500,000 | 10,000,000 | 1,650 | | | |

Schedule of Deductions for Each

- 4. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, supplemental and applicable recurring special provisions, form of contract and contract bonds, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 5. **EXECUTION OF CONTRACT AND CONTRACT BONDS.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bonds satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract and guaranteeing payment in full all bills and accounts for materials and labor used in the construction of the work.
- 6. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

| A | Amount | o <u>f Bid</u> Gua | | Amount o | of Bid | Proposal <u>Guaranty</u> |
|-------------|--------|--------------------|-------------------|----------|--------------|-----------------------------|
| Up to | | \$5,000\$1 | .50 \$2,000,000 | to | \$3,000,000 | \$100,000 |
| \$5,000 | to | \$10,000\$3 | \$00 \$3,000,000 | to | \$5,000,000 | \$150,000 |
| \$10,000 | to | \$50,000\$1,0 | \$5,000,000 | to | \$7,500,000 | \$250,000 |
| \$50,000 | to | \$100,000\$3,0 | 900 \$7,500,000 | to | \$10,000,000 | \$400,000 |
| \$100,000 | to | \$150,000\$5,0 | \$10,000,000 | to | \$15,000,000 | \$500,000 |
| \$150,000 | to | \$250,000\$7,5 | \$00 \$15,000,000 | to | \$20,000,000 | \$600,000 |
| \$250,000 | to | \$500,000\$12,5 | \$00 \$20,000,000 | to | \$25,000,000 | \$700,000 |
| \$500,000 | to | \$1,000,000\$25,0 | \$25,000,000 | to | \$30,000,000 | \$800,000 |
| \$1,000,000 | to | \$1,500,000\$50,0 | \$30,000,000 | to | \$35,000,000 | \$900,000 |
| \$1,500,000 | to | \$2,000,000\$75,0 | 000 over | | \$35,000,000 | \$1,000,000 |

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _______ (). If this proposal is accepted and the undersigned shall fail to execute contract bonds as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bonds; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum

of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal,

state below where it may be found.

| The proposal guaranty check will be found in the proposal for: | Item | |
|--|---------|--|
| | Airport | |

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

7. COMBINATION BIDS.. The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided below.

A combination bid is a total bid received on 2 or more proposals. No combination bids other than those specifically set up by the Department will be considered. Separate proposal forms will be issued for each project in the combination so bids may be submitted on the combination as well as on separate units of the combination. The Department reserves the right to make awards on combination bids or separate bids to the best advantage of the Department.

If a combination bid is submitted on 2 or more proposals, separate proposals on each individual contract shall also be submitted, and unless separate proposals are so submitted, the combination bid will not be considered. If the bidder desires to submit a combination bid, the bidder shall state, in the place provided in the proposal form, the amount of the combination bid for the entire combination.

If a combination bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual proposals, corrections shall be made, by the Department and the amount of the combination bid shall be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the combination bid submitted was to the sum of the gross sum bid submitted.

The following provisions shall govern combination bidding:

(a) A combination bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.

(b) Separate contracts shall be executed for each individual proposal included in the combination.

(c) The contract time for all contracts awarded on a combination bid shall be the sum of all calendar days contained within each contract included in the combination, unless otherwise provided in the contracts.

(d) In the event the Contractor fails to complete any or all of the contracts on the combination bid within the contract time, including any authorized extension, the liquidated damages shall be determined from the schedule of deductions shown above in paragraph 3 for each day of overrun in contract time, based on the combination bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.

(e) The plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in paragraphs (a) through (d) listed above.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

| Combination | | Combination Bid | |
|-------------|----------------------------------|-----------------|------|
| No. | Sections Included in Combination | Dollars Co | ents |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

8. SCHEDULE OF PRICES. The undersigned submits herewith his/her schedule of prices covering the work to be performed under this contract; he/she understands that he/she must show in the schedule the unit prices (with no more than two decimal places, i.e. \$25.35, not \$25.348) for which he/she proposes to perform each item of work, that the extensions must be made by him/her, and that if not so done his/her proposal may be rejected as irregular.

The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall govern.

STATE JOB #-

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - UN044

RUN DATE - 12/06/05 RUN TIME - 204440

1

| COUNTY N CHAMPAIC | | T NAME | | | FED PROJEC | Т | ILL PROJ | |
|----------------------|---------------------------------|--------------------|---------|----------|----------------------|---|------------|----------|
| I ITEM | | | I | | | 0.5 | | |
| NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTIT | <u>Y</u> | UNIT PRIC DOLLARS | CENTS | TOTAL PRIC | E CTS |
| AR150510 | ENGINEER'S FIELD OFFICE | L.S. | 1 | .000 × | | | = | |
| AR152480 | SHOULDER ADJUSTMENT | S.Y. | 10,000 | .000 X | | | | |
| AR156510 | SILT FENCE | L.F. | 5,000 | .000 X | | | | |
| AR201610 | BITUMINOUS BASE COURSE | TON | 1,550 | .000 X | | | | |
| AR201630 | BITUMINOUS BASE TEST SECTION | EACH | 1 | .000 X | | | | |
| AR201660 | BITUMINOUS CRACK REPAIR | L.F. | 2,000 | .000 X | | ===== | | |
| AR201661 | CLEAN & SEAL BITUMINOUS CRACKS | L.F. | 5,000 | .000 X | | ====== | | |
| AR201670 | CRACK CONTROL FABRIC | S.Y. | 3,500 | .000 X | | | | |
| AR401610 | BITUMINOUS SURFACE COURSE | TON | 7,410 | .000 X | | | | |
| AR401630 | BITUMINOUS SURFACE TEST SECTION | EACH | 1 | .000 X | | | | |
| AR401650 | BITUMINOUS PAVEMENT MILLING | S.Y. | 750 | .000 X | | | | |
| AR501115 | CRACK & SEAT PAVEMENT | S.Y. | 12,600 | .000 X | | | | |
| AR501508 | 8" PCC PAVEMENT | S.Y. | 3,800 | .000 X | | ======================================= | | |
| AR501530 | PCC TEST BATCH | EACH | 1 | .000 X | 2 | | | |
| AR501550 | PCC PAVEMENT MILLING | S.Y. | 1,102 | .000 X | | | | |
| I | | | | | | | | |

U OF I - WILLARD CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - UN044

2 RUN DATE - 12/06/05 RUN TIME - 204440

| I TEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRIC | CENTS | TOTAL PRICI DOLLARS | E CTS |
|-----------------|-----------------------------------|--------------------|--------------|-----------|---|------------------------|----------|
| AR501900 | REMOVE PCC PAVEMENT | S.Y. | 5,601.000 X | (| = | | |
| AR603510 | BITUMINOUS TACK COAT | GAL. | 9,000.000 X | (| ====== | | |
| AR620520 | PAVEMENT MARKING-WATERBORNE | S.F. | 16,200.000 X | (| ======================================= | | |
| AR754410 | COMB CONCRETE CURB & GUTTER | L.F. | 1,100.000 X | (| | | |
| AR754900 | REMOVE CONCRETE CURB | L.F. | 620.000 × | (| | | |
| AR754904 | REMOVE COMB CURB & GUTTER | L.F. | 650.000 × | | | | |
| AR800359 | DETECTABLE WARNING SURFACE | S.Y. | 32.000 X | | | | |
| AR800360 | DETECTOR LOOP | EACH | 16.000 X | | | | |
| AR800362 | REMOVE AND RELOCATE BARRIER BLOCK | S.Y. | 60.000 X | | | | |
| AR800363 | REMOVE AND RELOCATE PARKING BLOCK | • S.Y. | 175.000 X | | | | |
| AR800364 | REMOVE PCC ISLANDS AND GATE | L.S. | 1.000 X | | | | |
| AR800389 | VEHICLE PARKING CONTROL | L.S. | 1.000 X | | | | |
| AR901510 | SEEDING | ACRE | 2.000 X | | | | |
| AR908510 | MULCHING | ACRE | 2.000 X | | | | |
| AR910210 | TEMPORARY SIGN | EACH | 5.000 x | | | | |
| | | | | | | | |

U OF I - WILLARD CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - UN044

3 RUN DATE - 12/06/05 RUN TIME - 204440

| | UNIT OF | the second second structure in the second | UNIT PRIC | | TOTAL PRIC | C |
|---------------------------|--|---|--------------------------|--------------------------|----------------------------|----------------------------|
| PAY ITEM DESCRIPTION | MEASURE | QUANTITY | DOLLARS | CENTS | DOLLARS | CTS |
| DICAP SIGN | EACH | 16.000 X | | | | |
| FIC MAINTENANCE (ROADWAY) | L.S. | 1.000 X | | === | | |
| - | PAY ITEM DESCRIPTION DICAP SIGN FFIC MAINTENANCE (ROADWAY) | DICAP SIGN EACH | DICAP SIGN EACH 16.000 X | DICAP SIGN EACH 16.000 X | DICAP SIGN EACH 16.000 X = | DICAP SIGN EACH 16.000 X = |



NOTE:

- 1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
- 2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
- 3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.

4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$145,877.00 Sixty percent of the salary is \$87526.20.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. <u>Revolving Door Prohibition</u>

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. <u>Reporting Anticompetitive Practices</u>

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offers, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of state or local government. No corporation of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and 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 the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(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 actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

J. Apprenticeship and Training Certification

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and each of its subcontractors. Unless otherwise directed in writing by the Department, applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted may be indicated as to be subcontracted.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES _____ NO _____
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$87,526.20? YES _____ NO_____
- Does anyone in your organization receive more than \$87,526.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES _____ NO _____
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$87,526.20? YES _____ NO ____

(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable**. The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the <u>NOT APPLICABLE</u>* <u>STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

• The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

| Contractor Name | |
|------------------|---------------------------|
| Legal Address | |
| City, State, Zip | |
| Telephone Number | Fax Number (if available) |

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure in satisfaction of the requirements set forth in Form A. See <u>Disclosure Form Instructions</u>.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$87,526.20 (60% of the Governor's salary as of 10/1/2000). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

| OR INDIVIDUAL | L (type or print information) | | | |
|---|---|--------------------------------|--|---|
| NAME: | | | | |
| ADDRESS | | | | |
| | | | | |
| Type of owne | ership/distributable income sha | re: | | |
| stock | sole proprietorship | partnership | other: (expla | in on separate sheet): |
| % or \$ value | of ownership/distributable incom | e share: | | |
| nflict of interest rel (a) State emp | ential Conflicts of Interest. Che ationships apply. If the answer to ployment, currently or in the prev | o any question is "Yes", ple | ease attach additiona tractual employmer Yes | al pages and describe. nt of services. No |
| the previous | | | Yes | No |
| any unit of lo | status; the holding of elective official government authorized by the rrently or in the previous 3 years | e Constitution of the State | | |
| | | | Yes | No |
| (d) Relations son, or daug | ship to anyone holding elective of | ffice currently or in the pre- | vious 2 years; spous | se, father, mother, |
| son, or daug | | | Yes | No |

RETURN WITH BID/OFFER

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

| | | Yes | No |
|---|---|---|--------------------|
| (f) Relationship to ar mother, son, or daug | nyone holding appointive office currently or in the ghter. | previous 2 years; spor | use, father, |
| - | | Yes | No |
| (g) Employment, cur | rrently or in the previous 3 years, as or by any regis | stered lobbyist of the S Yes | |
| (h) Relationship to a son, or daughter. | nyone who is or was a registered lobbyist in the pr | evious 2 years; spouse | e, father, mother, |
| | | Yes | No |
| committee registered | ployment, currently or in the previous 3 years, by a d with the Secretary of State or any county clerk of d with either the Secretary of State or the Federal B | the State of Illinois, o | |
| commutee registered | | | No |
| 2 years by any regist | nyone; spouse, father, mother, son, or daughter; wh tered election or re-election committee registered w is, or any political action committee registered with ections | with the Secretary of S | |
| reactar board of Lie | | Yes | No |
| This Disclosure Form A is Completed by: | APPLICABLE STATEMI submitted on behalf of the INDIVIDUAL name | | |
| | Name of Authorized Representative (type of | or print) | |
| Completed by: | Title of Authorized Representative (type or | r print) | |
| Completed by: | | | |
| | | | |
| | Signature of Individual or Authorized Repres | | Date |
| · · | Signature of Individual or Authorized Repres | sentative MENT | |
| Completed by: I have determined that no completion of this Form A. | Signature of Individual or Authorized Repres NOT APPLICABLE STATE individuals associated with this organization me | sentative MENT | |
| I have determined that no completion of this Form A. | Signature of Individual or Authorized Repres NOT APPLICABLE STATE individuals associated with this organization me | sentative MENT eet the criteria that w | vould require the |
| have determined that no completion of this Form A. | Signature of Individual or Authorized Repres NOT APPLICABLE STATE individuals associated with this organization me | sentative <u>MENT</u> eet the criteria that w ted on the previous p | vould require the |
| have determined that no completion of this Form A. | Signature of Individual or Authorized Repres NOT APPLICABLE STATE individuals associated with this organization me submitted on behalf of the CONTRACTOR list | sentative <u>MENT</u> eet the criteria that w ted on the previous p or print) | vould require the |

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

| Contractor Name | |
|------------------|-------------------------------|
| Legal Address | |
| City, State, Zip | |
| Telephone Number | Fax Number (if available) |

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes <u>No</u>

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



PART I. IDENTIFICATION

Human Rights

Bid Number: _____ Duration of Project: _____

Name of Bidder:

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract: TADLEA

| | | | | | TABL | | | | | | | | - | - | TABLE | | | |
|---------------|------|-------|------|---------|----------|----------|--------|----------|----------|----------------|----------|----------|---|------|-------|-----|----------|----------|
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| | | | | | | | | | | TO BE ASSIGNED | | | | | | | | |
| | | | | MIN | ORITY | EMPL | OYEES | 5 | | TRA | AINEES | | | | TO C | ONT | FRACT | |
| JOB | TO | TAL | | | | | *01 | ΓHER | APPF | REN- | ON TI | HE JOB | | TO | TAL | | MINO | ORITY |
| CATEGORIES | EMPL | OYEES | BL | ACK | HISP | ANIC | MI | NOR. | TIC | ES | TRA | INEES | | EMPL | OYEES | | EMPL | OYEES |
| | М | F | М | F | М | F | М | F | М | F | М | F | | М | F | | М | F |
| OFFICIALS | | | | | | | | | | | | | | | | | | |
| (MANAGERS) | | | | | | | | | | | | | | | | | | 1 |
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| TRUCK DRIVERS | | | | | | | | | | | | | | | | | | ļ |
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| IRONWORKERS | | | | | | | | | | | | | | | | | | <u> </u> |
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| CARPENTERS | | | | | | | | | | | | | | | | | | |
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| CEMENT MASONS | | | | | | | | | | | | | | | | | | |
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| ELECTRICIANS | | | | | | | | | | | | | | | | | | 1 |
| PIPEFITTERS, | | | | | | | | | | | | | | | | | | |
| PLUMBERS | | | | | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | | | | |
| PAINTERS | | | | | | | | | | | | | | | | | | 1 |
| LABORERS, | | | | | | | | | | | | | | | | | | |
| SEMI-SKILLED | | | | | | | | | | | | | | | | | | 1 |
| LABORERS, | | | | 1 | | | | | <u> </u> | | <u> </u> | | 1 | | | | | |
| UNSKILLED | | | | | | | | | | | | | | | | | | 1 |
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| TOTAL Training Projection for Contract | | | | | | | | | |
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| IN | EMPLO | OYEES | BLA | BLACK HISPANIC | | | MINOR. | | |
| TRAINING | М | F | Μ | F | М | F | Μ | F | |
| APPRENTICES | | | | | | | | | |
| | | | | | | | | | |
| ON THE JOB | | | | | | | | | |
| TRAINEES | | | | | | | | | |

*Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column. Note: See instructions on page 2

| FOR DEPARTMENT USE ONLY |
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PART II. WORKFORCE PROJECTION - continued

B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

| The under | signed | bidder | projects | that: | (number) | | | | | | _ new hires | would be |
|-------------|----------|---------|-----------|-------|-----------|-------|--------------|----------|------|----------|--------------|-----------|
| recruited | from | the | area | in | which | the | contract | project | is | located; | and/or | (number) |
| | | | | | new hires | would | be recruited | from the | area | in which | the bidder's | principal |
| office or b | ase of o | peratio | n is loca | ted. | | | | | | | | |

C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) ______ persons will be directly employed by the prime contractor and that (number) ______ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

| Company | Telephone Number |
|---------|------------------|
| | |

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

 Signature:

 Title:

 Date:

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A -Include both the number of employees that would be hired to perform the contract work and the total
number currently employed (Table B) that will be allocated to contract work, and include all apprentices and
on-the-job trainees. The "Total Employees" column should include all employees including all minorities,
apprentices and on-the-job trainees to be employed on the contract work.

 Table B Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C -Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.BC-1256-Pg. 2 (Rev. 3/98)

<u>CERTIFICATIONS REQUIRED BY STATE AND/OR FEDERAL LAW</u>. The bidder is required by State and/or Federal law to make the below certifications and assurances as a part of the proposal and contract upon award. It is understood by the bidder that the certifications and assurances made herein are a part of the contract.

By signing the Proposal Signature Sheet, the bidder certifies that he/she has read and completed each of the following certifications and assurances, that required responses are true and correct and that the certified signature of the Proposal Signature Sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed:

A. NPDES CERTIFICATION

In accordance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder, this certification is required for all construction contracts that will result in the disturbance of five or more acres total land area.

The undersigned bidder certifies under penalty of law that he/she understands the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR100000) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

The Airport Owner or its Agent will:

- 1) prepare, sign and submit the Notice of Intent (NOI)
- 2) conduct site inspections and complete and file the inspection reports
- 3) submit Incidence of Non-Compliance (ION) forms
- 4) submit Notice of Termination (NOT) form

Prior to the issuance of the Notice-to-Proceed, for <u>each</u> erosion control measure identified in the Storm Water Pollution Prevention Plan, the contractor or subcontractor responsible for the control measure(s) must sign the above certification (forms to be provided by the Department).

B. NON-APPROPRIATION CLAUSE

By submitting a bid/proposal under this solicitation the offeror certifies that he/she understands that obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this contract.

C. Contractor is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor acknowledges the contracting state agency may declare the contract void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., January 20, 2006. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. **DESCRIPTION OF WORK**. The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

Rehabilitate terminal access roads and parking lots.

- **3. INSTRUCTIONS TO BIDDERS**. (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
- 5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at <u>N/A</u> at the University of Illinois Willard Airport administration building. For engineering information, contact Jason Frank of Crawford, Murphy & Tilly, Inc. at (217) 787-8050.
- 6. DISADVANTAGED BUSINESS POLICY. The DBE goal for this contract is <u>10.0</u>%.
- 7. SPECIFICATIONS AND DRAWINGS. The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated <u>November 11, 2005</u> and the Construction Plans dated <u>November 11, 2005</u> as approved by the Department of Transportation, Division of Aeronautics.

- **8. MINIMUM WAGE RATES**. The Contractor will be required to pay the Minimum Wages in accordance with the included Schedule of Minimum Wage Rates.
- **9. RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

10. TERMINATION OF CONTRACT.

- 1. The Sponsor may, be written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- 5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- **11. VETERAN'S PREFERENCE.** The Contractor shall comply with the Veterans Preference Act (330 ILCS 55/0.01 et seq.).

- **12. BIDDING REQUIREMENTS AND BASIS OF AWARD.** When alternates are included in the proposal, the following shall apply:
 - a. Additive Alternates
 - (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
 - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lowest aggregate amount of (i) the Base Bid plus (ii) any Additive Alternate(s) which the Department elects to award.

The Department may elect not to award any Additive Alternates. In that case, award will be to the lowest responsible qualified bidder of the Base Bid.

- b. Optional Alternates
 - (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
 - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lower of the aggregate of either (i) the Base Bid plus Alternate A or (ii) the Base Bid plus Alternate B.

13. CONTRACT TIME. The Contractor shall complete all work within the specified contract time. Any calendar day extension beyond the specified contract time must be fully justified, requested by the Contractor in writing, and approved by the Engineer, or be subject to liquidated damages.

The contract time for this contract is $\underline{105}$ calendar days and is based on anticipated notice-to-proceed date of $\underline{May 1}$, $\underline{2006}$.

- 14. INDEPENDENT WEIGHT CHECKS. The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.
- **15. GOOD FAITH COMPLIANCE.** The Illinois Department of Transportation has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language etc. is later required, the bidder/contractor shall cooperate fully with the Department to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Department shall reimburse the contractor for such costs as it may find to be reasonable.

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 4 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

| | Firm Name | _ | _ |
|--|---|--------------------------|---------------------|
| (IF AN INDIVIDUAL) | Signature of Owner | | |
| | Business Address | | |
| | Firm Name | | |
| | By | | |
| (IF A CO-PARTNERSHIP) | Business Address | | |
| | Name and Address of All Me | mbers of the Firm: | |
| | | | |
| | Corporate Name | | |
| | Day | | Corporate Seal |
| | A 44 4 | | President |
| (IF A CORPORATION) | AttestBusiness Address | | Corporate Secretary |
| | | | |
| | Name of Corporate Officers: | | |
| | President | Corporate Secretary | Treasurer |
| | NOTARY CERTIFICATI | ION | |
| STATE OF ILLINOIS, COUNTY OF | ALL SIGNATURES MUST BE N | OTARIZED | |
| I, | _, a Notary Public in and for said county | , do hereby certify that | |
| | AND | | |
| (| Insert names of individual(s) signing on | behalf of bidder) | |
| who are each personally known to me to bidder, appeared before me this day in pe voluntary act for the uses and purposes therein set f | rson and acknowledged that they signed, | | |
| Given under my hand and notarial seal th | | | AD |
| My commission expires | | | (Seal) |
| | | Notary P | ublic (Scar) |



Return with Bid

Item No. <u>1A</u>

Letting Date: January 20, 2006

Airport: <u>University of Illinois - Willard Airport</u> Ill. Proj. No. <u>CMI-3473</u> Fed. Proj. No. <u>N/A</u>

KNOW ALL MEN BY THESE PRESENTS. that we, _ PRINCIPAL, and _____

_, as

, as SURETY are held and firmly bound unto the, hereinafter called the SPONSOR, in the penal sum of 5 percent of the total bid price or of the amount specified in Section 6, PROPOSAL GUARANTEE of the Proposal Document, whichever is the lesser sum, well and truly to be paid unto the said SPONSOR, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted a Bid Proposal to the SPONSOR through its AGENT, the State of Illinois, Department of Transportation, Division of Aeronautics, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above;

NOW, THEREFORE, if the SPONSOR through its AGENT shall accept the Bid Proposal of the PRINCIPAL; and if PRINCIPAL shall within the time and as specified in the Bidding and Contract Documents, submit the DBE Utilization Plan that is acceptable and approved by the AGENT, and if after the award, the PRINCIPAL shall enter into a contract in accordance with the terms of the Bidding and Contract Documents including evidence of insurance coverage's and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the PRINCIPAL pays to the SPONSOR the difference not to exceed the penalty hereof between the amount in the Bid Proposal and such larger amount for which the SPONSOR may contract with another party to perform the work covered by said Proposal Document, then, this obligation to be void; otherwise to remain in full force and effect.

IN THE EVENT the SPONSOR acting through its AGENT determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then the SURETY shall pay the penal sum to the SPONSOR within fifteen (15) days of written demand therefor. If the SURETY does not make full payment within such period of time, the AGENT may bring an action to collect the amount owed. The SURETY is liable to the SPONSOR and to the AGENT for all its expenses, including attorney's fees, incurred in any litigation in which SPONSOR or AGENT prevail either in whole or in part.

IN WITNESS WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

| their respective officers this day of | A.D., 20 |
|---|---|
| PRINCIPAL | SURETY |
| (Company Name) | (Company Name) |
| By: | Ву: |
| By:(Signature & Title) | (Signature of Attorney-in-Fact) |
| Notary Certificatio | n for Principal and Surety |
| State of Illinois) | |
|) ss: County of) | |
| I, | , a Notary Public in and for said County, do hereby certify that |
| and | 3 |
| (Insert names of individuals signing on behalf of PRI | NCIPAL & SURETY) |
| | whose names are subscribed to the foregoing instrument on behalf of son and acknowledged respectively, that they signed and delivered rposes therein set forth. |
| Given under my hand and notary seal this | _day ofA.D., 20 |
| My commission expires | |
| | (Notary Public) |
| | m, the PRINCIPAL may file an Electronic Bid Bond. By signing below, as been executed and the PRINCIPAL and SURETY are firmly bound he Bid Bond as shown above. |

Electronic Bid Bond ID#

Company/Bidder Name



PROPOSALS

for construction work advertised for bids by the Illinois Department of Transportation

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Submitted By:

| Name: | |
|-----------|--|
| Address: | |
| | |
| | |
| Phone No. | |

Bidders should affix this form to the front of a 10" x 13" envelope and use that envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.



PAYROLLS

The Contractor will submit weekly a certified copy of all payrolls to the Illinois Department of Transportation, Division of Aeronautics. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the minimum rates determined by the Department of Labor, State of Illinois, for the employees in question as prescribed in this Contract, and that the classification set forth for each laborer or mechanic conforms to the work he performs. The Contractor will make his employment records available for inspection by authorized representatives of the Illinois Department of Transportation, Division of Aeronautics, and will permit such representatives to interview employees during working hours on the job.

Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION Division of Aeronautics

REQUIRED PROVISIONS - STATE CONTRACTS

Effective April 1, 1965 Revised January 2, 1973

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois Statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

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

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

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractors obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every subcontractor; and that it will also so include the provisions or paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every subcontractor will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

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SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

1-01 ADVERTISEMENT (Notice to Bidders). The State of Illinois shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids.

For Federally assisted contracts the advertisement shall conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of the appropriate parts of the Federal Aviation Regulations applicable to the particular contract being advertised.

1-02 PREQUALIFICATION OF BIDDERS.

(a) When the awarding authority is the State of Illinois, each prospective bidder, prior to being considered for issuance of any proposal forms will be required to file, on forms furnished by the Department, an experience questionnaire and a confidential financial statement in accordance with the Department's Instructions for Prequalification of Contractors. The Statement shall include a complete report of the prospective bidder's financial resources and liabilities, equipment, past record and personnel, and must be submitted at least thirty (30) days prior to the scheduled opening of bids in which the Contractor is interested.

After the Department has analyzed the submitted "Contractor's Statement of Experience and Financial Condition" and related information and has determined appropriate ratings, the Department will issue to the Contractor a "Certificate of Eligibility". The Certificate will permit the Contractor to obtain proposal forms and plans for any Department of Transportation letting on work which is within the limits of the Contractor's potential as indicated on his "Certificate of Eligibility", subject to any limitations due to present work under contract or pending award as determined from the Contractor's submitted "Affidavit of Availability". Bidders intending to consistently submit proposals shall submit a "Contractor's Statement of Experience and Financial Condition" at least once a year. However, prequalification may be changed during that period upon the submission of additional favorable reports or upon reports of unsatisfactory performance.

Before a proposal is issued, the prospective bidder will be required to furnish an "Affidavit of Availability" indicating the location and amount of all uncompleted work under contract, or pending award, either as principal or subcontractor, as well as a listing of all subcontractors and value of work sublet to others. The prospective bidder may be requested to file a statement showing the amount and condition of equipment which will be available.

Before an award is made, the bidder may be required to furnish an outline of his plans for conducting the work.

(b) When the awarding authority for contract construction work is the County Board of a county; the Council, the City Council, or the President and Board of Trustees of a city, village or town, each prospective bidder, in evidence of his competence, shall furnish the awarding authority as a prerequisite to the release of proposal forms by the awarding authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, in accordance with Section 1-02(a).

The two low bidders must file within 24 hours after the letting a sworn affidavit, in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the awarding authority and two copies with the District Highway Office.

1-03 CONTENTS OF PROPOSAL FORMS. Upon request, the Department will furnish the prequalified bidders a proposal form. This form will state the location and description of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which unit bid prices are invited. The proposal form will state the time in which work must be completed, the amount of the proposal guaranty, labor requirements, and date, time and place of the opening of proposals. The form will also include any special provisions or requirements which vary from or are not contained in these specifications.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. Any addenda officially issued by the Department, will be considered a part of the proposal whether attached or not.

For Federally assisted contracts, the proposal shall conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of the appropriate parts of the Federal Aviation Regulations pertaining to the particular contract being let.

1-04 ISSUANCE OF PROPOSAL FORMS. The Department shall refuse to issue a proposal form for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Section 1-02(a).
- (b) Uncompleted work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Department, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or require approval of, the Department.
- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposed work.
- (j) When any agent, servant, or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.

1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities may be increased or decreased as provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 20 of the Illinois Standard Specifications for Construction of Airports without in any way invalidating the unit bid prices.

1-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs, underground utilities and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

1-07 PREPARATION OF THE PROPOSAL. The bidder shall submit his proposal on the form furnished by the Department. The proposal shall be executed property, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written with ink.

If the proposal is made by an individual, his name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business address of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

The proposal shall be issued to a prequalified bidder in the same name and style as the financial statement used for prequalification and shall be submitted in like manner.

1-08 REJECTION OF PROPOSALS. The Department reserves the right to reject proposals for any of the conditions in Article 1-04 or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the prices for some items are obviously out of proportion to the prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal is other than that furnished by the Department; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter.
- (j) If the proposal is submitted in any other name other than that to whom it was issued by the Department.

1-09 PROPOSAL GUARANTY. Each Proposal shall be accompanied by either a bid bond on the Department of Transportation, Division of Aeronautics form contained in the proposal, executed by a corporate surety company satisfactory to the Department or by a bank cashier's check or a properly certified check for not less than 5 percent of the amount bid.

Bank cashier's checks, or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois.

1-10 DELIVERY OF PROPOSALS. Each proposal should be submitted in a special envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Department is used, it shall be of the same general size and shape and be similarly marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Department at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and place specified in the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

1-11 WITHDRAWAL OF PROPOSALS. Permission will be given a bidder to withdraw a proposal if he makes his request in writing or by telegram before the time for opening proposals. If a proposal is withdrawn, the bidder will not be permitted to resubmit this proposal at the same letting. With the approval of the Engineer, a bidder may withdraw a proposal and substitute a new proposal prior to the time of opening bids.

1-12 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

- 1-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:
 - (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 - (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner.
 - (c) If the bidder is considered to be in "default" for any reason specified in the Subsection 1-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

1-14 WORKER'S COMPENSATION INSURANCE. Prior to the approval of his contract by the Division, the Contractor shall furnish to the Division certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Worker's Compensation Act of the State of Illinois" as amended.

SECTION 2

AWARD AND EXECUTION OF CONTRACT

2-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled REJECTION OF PROPOSALS of Section 1.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable State and Local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise.

2-02 AWARD OF CONTRACT. The award of contract will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter, that his bid has been accepted, and that he has been awarded the contract.

If a contract is not awarded within 60 days after the opening of proposals, a bidder may file a written request with the Division for the withdrawal of his bid and the Division will permit such withdrawal.

For Federally assisted contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposal contract to the extent that such concurrence and approval are required by Federal Regulations.

2-03 CANCELLATION OF AWARD. The Division reserves the right to cancel the award without liability to the bidder at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section. The Division at the time of cancellation will return the proposal guaranty.

2-04 RETURN OF PROPOSAL GUARANTY. The proposal guaranties of all except the two lowest bidders will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranties of the two lowest bidders will be returned as soon as the Construction Contract, Performance Bonds, and Payment Bonds of the successful bidder have been properly executed and approved.

If any other form of proposal guaranty is used, other than a bid bond, a bid bond may be substituted at the Contractor's option.

2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS. The successful bidder for a contract, at the time of the execution of the contract, shall deposit with the Division separate performance and payment bonds each for the full amount of the contract. The form of the bonds shall be that furnished by the Division, and the sureties shall be acceptable to the Division.

2-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the Contract and shall return the signed Contract to the Owner (Sponsor) for signature (execution) and subsequently return all copies to the Division. The fully executed surety bonds specified in the subsection title REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS of this section will be forwarded to the Division within 15 days of the date mailed or otherwise delivered to the successful bidder. If the Contract and Bonds are mailed, special handling is recommended.

If the bidder to whom award is to be made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Division a copy of the corporation's certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a certificate of authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the State, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

2-07 APPROVAL OF CONTRACT. Upon receipt of the contract and bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the contract to the Division for approval and execution by the Division. Delivery of the fully executed contract to the Contractor shall constitute the Department's approval to be bound by the successful bidder's proposal and the terms of the contract.

2-08 FAILURE TO EXECUTE CONTRACT. If the contract is not executed by the Division within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to him shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but as liquidation of damages sustained.

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

The requirements of the following provisions written for Federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all Contractors holding Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related construction contact or subcontract.

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

| | Goal (percent) | |
|--------------------|-------------------|-----|
| Female Utilization | | 6.9 |

APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all Contractors holding Federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. to be performed in the respective geographical areas. The goals are applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally-assisted or nonfederally related construction contract.

| Economic Area | Goal (percent) |
|---|-------------------|
| 056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope | 5.2 |
| KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall | |

| Economic Area | Goal (percent) |
|---|-------------------|
| 080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster | 3.5 |
| 081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke | 2.5 |
| 083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will | 19.6 |
| 3740 Kankakee, IL - IL - Kankakee | 9.1 |
| Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke | 18.4 |
| 084 Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL - IL - Champaign | 7.8 |
| Non-SMSA Counties - IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion | 4.8 |
| 085 Springfield - Decatur, IL: SMSA Counties: 2040 Decatur, IL - IL - Macon | 7.6 |
| 7880 Springfield, IL - IL - Mendard, Sangamon | 4.5 |
| Non-SMSA Counties IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby | 4.0 |
| 086 Quincy, IL: Non-SMSA Counties | 3.1 |
| IL - Adams, Brown, Pike MO - Lewis, Marion, Pike, Ralls | |
| 087 Peoria, IL: SMSA Counties: 1040 Bloomington - Normal, IL - IL - McLean | 2.5 |

APPENDIX B (CONTINUED)

| Economic Area | Goal (percent) |
|---|-------------------|
| 6120 Peoria, IL - IL - Peoria, Tazewell, Woodford | 4.4 |
| Non-SMSA Counties - IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren | 3.3 |
| 088 Rockford, IL: SMSA Counties: 6880 Rockford, IL - IL - Boone, Winnebago | 6.3 |
| Non-SMSA Counties - IL - Lee, Ogle, Stephenson | 4.6 |
| 098 Dubuque, IA: Non-SMSA Counties - IL - JoDaviess IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik WI - Crawford, Grant, Lafayette | 0.5 |
| 099 Davenport, Rock Island, Moline, IA - IL: SMSA Counties: 1960 Davenport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island IA - Scott | 4.6 |
| Non-SMSA Counties - IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark | 3.4 |
| 107 St. Louis, MO: SMSA Counties: 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City | 14.7 |
| Non-SMSA Counties - IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne | 11.4 |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Illinois Division of Aeronautics will provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- 1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000. the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-thestreet applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.

- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship of other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

- p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ANNUAL EEO-1 REPORT TO JOINT REPORTING COMMITTEE AS REQUIRED AT

41 CFR 60-1.7(a)

Any Contractor having a Federal contract of \$50,000 or more and 50 or more employees is required to file annual compliance reports on Standard Form 100 (EEO-1) with the Joint Reporting Committee in accordance with the instructions provided with the form. The Contractor will provide a copy of such a report to the contracting agency within 30 days after the award of a contract.

The Contractor shall require its subcontractors to file an SF 100 within 30 days after award of the subcontract if (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees, (3) first tier subcontractor, and (4) has a subcontract amounting to \$50,000 or more.

Subcontractors below the first tier which perform construction work at the site of construction shall be required to file such a report if (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees and has a subcontract amounting to \$50,000 or more.

The SF 100 is available at the following address:

Joint Reports Committee EEOC - Survey Division 1801 "L" Street N.W. Washington, D.C. 20750

Phone (202) 663-4968

DISADVANTAGED BUSINESS POLICY

I. <u>NOTICE</u>

This proposal contains the special provision entitled "Required Disadvantaged Business Participation." Inclusion of this Special Provision in this contract satisfies the obligations of the Department of Transportation under federal law as implemented by 49 CFR 23 and under the Illinois "Minority and Female Business Enterprise Act."

II. POLICY

It is public policy that the businesses defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State or Federal funds. Consequently, the requirements of 49 CFR Part 23 apply to this contract.

III. OBLIGATION

The Contractor agrees to ensure that the businesses defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of this contract. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that the said businesses have the maximum opportunity to compete for and perform portions of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Contractor shall include the above Policy and Obligation statements of this Special Provision in every subcontract, including procurement of materials and leases of equipment.

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

On contracts where a loan has been obtained through the DBE/WBE Contractor Finance Program, the Contractor shall cooperate with the Department by making all payments due to the DBE/WBE Contractor by means of a two-payee check payable to the Lender (Bank) and the Borrower (DBE/WBE Contractor).

V. BREACH OF CONTRACT

Failure to carry out the requirements set forth above and in the Special Provision shall constitute a breach of contract and may result in termination of the contract or liquidated damages as provided in the special provision.

(Rev. 9/21/92)

State of Illinois Department of Transportation

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- I. <u>FEDERAL OBLIGATION</u>: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.
- II. <u>CONTRACTOR ASSURANCE</u>: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- III. <u>OVERALL GOAL SET FOR THE DEPARTMENT:</u> As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.77% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.
- IV. <u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
 - A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
 - B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

- V. <u>DBE LOCATOR REFERENCES</u>: Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.state.il.us.
- VI. <u>BIDDING PROCEDURES</u>: Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.
 - A. In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
 - B. The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
 - C. The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - 1. The name and address of each DBE to be used;
 - 2. A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - 3. The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - 4. A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - 5. If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

- D. The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.
- VII. <u>CALCULATING DBE PARTICIPATION</u>: The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

A. DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

B. DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

C. DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

D. DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

E. DBE as a material supplier:

- 1. 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- 2. 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- 3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.
- VIII. <u>GOOD FAITH EFFORT PROCEDURES</u>: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- A. The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - 1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - 2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - 4. (a) Negotiating in good faith with interested DBE companies. 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 such negotiation includes the names, addresses, and telephone numbers of DBE companies 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 DBE companies to perform the work.

(b) 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 DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- 5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- 6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- 7. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- B. If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will

designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- C. The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415 (Telefax: 217-785-4533). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for 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. A final decision by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.
- IX. <u>CONTRACT COMPLIANCE:</u> Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.
 - A. No amendment to the Utilization Plan may be made without prior written approval from the Division of Aeronautics. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415. Telephone number (217) 785-8514. Telefax number (217) 785-4533.
 - B. All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract goal. The Contractor shall notify the Division of Aeronautics of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Division and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Division will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- C. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Division's Chief Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- D. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

WORKERS' COMPENSATION INSURANCE

Prior to the execution of his construction contract by the Illinois Department of Transportation, Division of Aeronautics, hereinafter referred to as "Division", the Contractor shall furnish to the Division certificates of insurance covering Workers' Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Workers' Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance or other protection, until acceptance of the work by the Division is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Workers' Compensation Act" may be considered as a breach of the contract.

SPECIAL PROVISION FOR DOMESTIC SOURCE FOR STEEL

<u>Control of Materials</u>: All steel products, as defined by the Illinois Steel Products Procurement Act, incorporated into this project shall be manufactured or produced in the United States and, in addition, shall be domestically fabricated. The Contractor shall obtain from the steel producer and/or fabricator, in addition to the mill analysis, a certification that all steel products meet these domestic source requirements.

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SECTION III

Special Provisions For

REHABILITATE TERMINAL ACCESS ROADS AND PARKING LOTS

IL PROJECT NO: CMI-3473

AT

UNIVERSITY OF ILLINOIS – WILLARD AIRPORT SAVOY, ILLINOIS

November 11, 2005

Prepared By:

CRAWFORD, MURPHY & TILLY, INC. Consulting Engineers 2750 West Washington Street Springfield, IL 62702



GENERAL

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Projects, Rules and Regulations, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Division of Aeronautics, and the representatives of the University of Illinois – Willard Airport, for the construction of <u>Rehabilitate Terminal Access Roads and Parking Lots</u> and associated improvements at the University of Illinois – Willard Airport, Savoy, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The "Standard Specifications for Construction of Airports", State of Illinois Department of Transportation, Division of Aeronautics, dated January 1985, and the "Supplemental Specifications and Recurring Special Provisions", dated July 1, 2004, State of Illinois Department of Transportation, Division of Aeronautics, indicated on the check sheet herein shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. As noted within the Special Provisions the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2002 shall apply.

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RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are Applicable to this contract and are included by reference:

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DIVISION 1 – GENERAL PROVISIONS

<u>20-05</u> MAINTENANCE OF TRAFFIC

ADD: The Contractor activity on the airfield shall be limited to the limits of construction as identified on the construction activity plan drawings. Beyond the limits of construction the contractor shall not have access to any part of the active airfield pavement with any equipment or personnel without the approval of airport management.

Any time the Contractor crosses or needs temporary access to the active airfield pavement (runways and taxiways), the Contractor shall be in contact with the air traffic control tower. The Contractor shall provide his own radios capable of transmitting and receiving on the tower's ground frequency of 121.80 MHz.

The Contractor shall provide and maintain construction entrance signage on Monticello Road as required by the Champaign County Highway Department or other applicable agencies. The Contractor shall be responsible for coordinating all hauling and access on city, township or county roads with the agency responsible for the roadway.

<u>30-04</u> <u>COOPERATION OF CONTRACTOR</u>

ADD: The completion of this project prior to the contract completion date is of extreme importance to the Airport Management. The contractor shall update his progress schedule as required for the scheduled progress meetings.

A materials/pre-paving meeting shall be scheduled prior to the start of paving to discuss acquisition, mixing, placing, testing, etc. The superintendent, paving foreman, batching foreman/material supplier, quality control officer, and the resident engineer are required to attend this meeting.

<u>30-06</u> <u>CONSTRUCTION LAYOUT</u>

RESPONSIBILITY OF THE RESIDENT ENGINEER

DELETE: Paragraphs A and B of the Supplemental Specifications and replace with:

- A. The Resident Engineer will locate and reference four (4) control points within the limits of the project.
- B. A benchmark has been established along the project outside of construction lines.

ADD: As paragraph M:

M. It is not the responsibility of the Resident Engineer to check the correctness of the Contractor's stakes or forms, except as provided herein; however, any errors that are apparent shall be immediately called to the Contractor's attention, and he shall be required to make the necessary correction before the stakes are used for construction purposes.

RESPONSIBILITY OF THE CONTRACTOR

ADD:

H. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.

I. Construction layout shall not be paid for separately, but shall be considered incidental to the pay item for which the layout is required.

30-12 LOAD RESTRICTIONS

ADD: Access to the construction work area is limited to the haul routes as shown on the site plan and construction activity plan drawings. The use of existing airfield pavements by the contractor construction traffic, including all haul traffic, is limited to the hauling routes as shown on the site plan and construction activity plan drawings. Use of existing airfield pavement other than as shown on the site plan and construction activity plan drawings is prohibited. Any damage to existing airfield pavement due to construction traffic operating beyond the approved work limits, hauling outside of the approved haul/access routes and construction traffic operating in prohibited areas shall be repaired by the Contractor at his own expense to the satisfaction of the Owner.

To protect existing buried cables within the limits of the Contractor constructed haul road, the Contractor shall provide and maintain steel road plates or mound aggregate or embankment material over the existing cables shown approximately on the construction activity plan drawings.

The Contractor shall coordinate construction hauling, construction access and load restrictions with the County Superintendent of Highways and/or the Township Road Commissioner and the City of Savoy as required. The Contractor shall be responsible for damage to any airfield pavement or public road caused by his construction operations. Any damage to existing airfield pavements or public roads shall be replaced by the Contractor at his own expense to the satisfaction of the Owner.

30-18 PLANS AND WORK DRAWINGS

EDIT: Information to be included on shop drawing submittals shall conform to the following:

| PROJECT LOCATION: | University of Illinois – Willard Airport Savoy, IL | |
|-------------------|---|--|
| PROJECT TITLE: | Rehabilitate Terminal Access Roads And Parking Lots | |
| PROJECT NUMBERS: | Illinois Project: CMI-XXXX AIP Project: 3-17-0016-XX | |
| CONTRACT ITEM: | (Pay Item Name & Number), ie.: AR501508 8" PCC Pavement | |
| SUBMITTED BY: | (Contractor/Subcontractor Name) | |
| DATE: | (Date of Submittal) | |

This information shall be included on each page of each submittal.

40-05 RESIDENT ENGINEER'S FIELD OFFICE

ADD: The Contractor shall be required to furnish and maintain a Resident Engineer's Field Office for this contract.

ADD:

40-11 REQUIRED SUBMITTALS

The contractor shall certify all materials contained in the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the <u>sole</u> responsibility of the contractor to ensure the delivery of adequate and accurate documentation <u>prior</u> to the delivery of materials. Materials incorporated into this project without the prior approval of the Resident Engineer will not be recommended for payment.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics <u>MANUAL FOR DOCUMENTATION OF</u> <u>AIRPORT MATERIALS</u> (latest edition). Copies of this manual are available from the Illinois Division of Aeronautics. The <u>MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS</u> defines the Resident Engineer's/Contractor's responsibilities (Sections 300/400). The Contractor shall have the <u>sole</u> responsibility to provide the Engineer with appropriate documentation to satisfy the contract certification requirements <u>prior</u> to the delivery of materials.

All sheets of all submittals shall contain the following information:

- University of Illinois Willard Airport
- Rehabilitate Terminal Access Roads and Parking Lots
- IL Project No. CMI-XXXX
- AIP Project No. 3-17-0016-XX
- Pay Item No. and Description
- Quantity
- Date

50-10 BARRICADES, WARNING SIGNS & HAZARD MARKERS

ADD: After the second paragraph:

The Contractor shall be required to place a continuous line of low profile barricades as depicted in the drawings around his work limits during each phase of the construction. The low profile barricades shall be painted red and delineate the secure zone of the airfield from the construction area. Payment for this work shall be incidental to the contract.

The Contractor shall provide and install any warning signs (trucks entering highway, etc.) and provide flagmen as required by the County Superintendent of Highways and/or the Township Road Commissioner and the City of Savoy as required. Any cost for signage or traffic control shall be borne by the Contractor.

50-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

EDIT: Should any utilities or cables require location, the following people shall be contacted:

| Utility Service or Facility | Person to Contact | Contact Phone |
|---|--------------------------------------|------------------------------|
| Airfield Lighting Cables | Bill Bialeschki | 217-244-8604 |
| FAA Control and Communications Cable | Dave Woolridge | 217-355-4040 |
| Sanitary Sewer | Bill Bialeschki | 217-244-8604 |
| Electric Cables | J.U.L.I.E. | 1-800-892-0123 |
| Water | Bill Bialeschki J.U.L.I.E. | 217-244-8604 800-892-0123 |
| Telephone Cables | J.U.L.I.E. | 800-892-0123 |
| Gas Lines | J.U.L.I.E. | 800-892-0123 |
| All Utilities | U of I Operations and Maintenance | 217-333-0340 |

University of Illinois – Willard Airport

ADD:

50-26 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

The Contractor shall be responsible for safety during construction as follows:

- (1) Possess a copy of the project safety plan.
- (2) Comply with the safety plan associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the Airport.
- (3) Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the Airport.
- (4) Provide a safety officer/construction inspector trained in airport safety to monitor construction activities.
- (5) Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
- (6) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.

60-05 LIMITATION OF OPERATIONS

ADD: A minimum distance of <u>80'</u> shall be maintained between construction operations and the centerline of all active taxiways and taxilanes and <u>200'</u> from centerline of active runways. It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

ADD:

60-14 EMPLOYEE'S PARKING AREA

The location of an area for parking by the Contractor's employees shall be as shown on the plans or as agreed to at the preconstruction meeting.

Use of personal vehicles beyond the staging area will not be allowed.

60-15 SECURITY DURING CONSTRUCTION

The Contractor shall be responsible for security during construction as follows:

- (1) Possess a copy of the Airport's project security plan.
- (2) Visibly delineate his construction zone by placing a line of low profile barricades painted red around the entire work zone during each phase of the contract.
- (3) Comply with the Airport's security plan associated with the construction project and ensure that construction personnel are familiar with security procedures and regulations on the Airport.
- (4) Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational security of the Airport.
- (5) Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
- (6) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.
- (7) The Airport Manager may require that all Security Guards undergo additional training necessary to meet the Airport's security needs.

The Contractor shall comply with Federal Aviation Regulations Part 107 (Airport Security), Federal Air Regulation 139 (Airport Certification), and with all rules and regulations of the Airport, including, but not limited to, control and access to the ramp by Contractor's, employees and agents. In the event the Authority is assessed a fine by the Federal Aviation Administration or Transportation Security Administration for breach of security resulting from actions of Contractor's employees and agents, the Contractor shall fully reimburse the Authority for the amount of such fine in the form of additional rents.

Contractor personnel shall not be required to obtain an Airport issued photo I.D. badge unless deemed necessary by the Airport Manager or Security Chief. All costs associated with photo I.D. badge issuance shall be the responsibility of the Contractor.

ITEM AR150510 - ENGINEER'S FIELD OFFICE

Check Sheet #5

ENGINEER'S FIELD OFFICE

150-2.1 ADD: A phone line dedicated for access to the internet by the Engineer's field computer shall be made available in addition to the phone lines dedicated for the telephone and facsimile machine. A total of three phone lines is required.

ADD:

150-2.2 In the event a sufficient number of phone lines are unavailable at the location of the Engineer's Field Office as detailed in section 2.1, the Contractor shall supply an alternate means of access to the internet. Possible solutions used in the past are wireless network cards installed in the Engineer's field computer or wireless phones capable of supplying access to the internet via a connection to the Engineer's field computer. The Contractor shall determine the alternate most suitable to the needs of the Engineer and they shall agree to the final method. The internet access shall be made available for as long as the Engineer's Field Office is on site. No extra payment shall be made to the Contractor for this service.

BASIS OF PAYMENT

<u>150-3.1</u> Payment will be made under:

Item AR150510 - Engineer's Field Office - per lump sum.

ITEM AR152000 - EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 DELETE: The first paragraph.

ADD: This item shall consist of the following items:

• Placement of shoulder embankment material to adjust the grade of the shoulders along the edge of the roadway and parking lot pavements.

Placement of shoulder embankment material shall include final shaping, topsoiling and compacting necessary to construct the proposed shoulder embankments in conformance with the lines and grades shown in the plans.

A layer of topsoil suitable to promote the establishment of turf, at least 3-inches thick, shall top the shoulder embankments. Upon completion of the shoulder embankment formation, the Contractor shall grade all shoulder embankments to drain.

CONSTRUCTION METHODS

152-2.1 CLASSIFICATION

DELETE: Entire Section

ADD: Shoulder embankment material to construct the proposed shoulder embankments shall consist of topsoil meeting the requirements of Item 905 or other embankment material classified as CL according to the Unified Soil Classification. The material shall be free of stumps, roots, limbs, brush, stones more than one-inch in diameter, clay lumps, debris, or other objectionable matter. The Engineer shall approve the source of the material prior to incorporating any shoulder embankment materials into the shoulder embankment.

152-2.2 EXCAVATION

Shoulder embankments shall be compacted to the satisfaction of the Resident Engineer by a minimum of three passes with a sheepsfoot roller.

152-2.5 PREPARATION OF EMBANKMENT AREA

DELETE: The third paragraph.

Prior to construction of the shoulder adjustment, the existing turf shoulder shall be thoroughly scarified and broken by a disc or other approved methods to a depth of 4 inches.

No additional compensation for scarification shall be made, and it should be considered incidental to the Shoulder Adjustment.

152-2.12 TOPSOIL

DELETE: The first sentence of the first paragraph.

ADD: The Contractor shall furnish topsoil for the shoulder adjustment for this project if needed.

152-2.14 DUST CONTROL WATERING

ADD: This work shall consist exclusively of applying water to control dust resulting from construction operations and is not intended for use in compaction of earth embankment. The Contractor shall take measures to control dust.

Dust shall be controlled by a uniform application of sprinkled water and shall be applied as directed by the Resident Engineer or Airport, in a manner meeting their approval.

Dust control watering shall not be paid for separately, but shall be considered incidental to the item requiring the dust control.

METHOD OF MEASUREMENT

ADD:

152-3.1 DELETE: The first paragraph.

ADD: The quantity of "Shoulder Adjustment" shall be the number of square yards in-place, conforming to the lines and grades as shown in the plans, compacted and accepted by the Resident Engineer. Measurements will **not** be made at the site of origin of the material.

ADD: Scarification of the existing subgrade prior to placement of the embankment fill material shall not be measured for payment.

Scarification and miscellaneous earthwork of the contractor constructed haul road to loosen and pulverize the existing subgrade material prior to restoring the existing subgrade to the pre-disturbed condition shall not be measured for payment.

ADD: Dust control watering will not be measured for payment, but shall be considered incidental to the contract items for which dust control is required.

BASIS OF PAYMENT

152-4.2, 4.3, 4.4

DELETE: These sections.

ADD: Payment will be made at the contract unit price per square yard for "Shoulder Adjustment" regardless of the source location and type of material. Separate payment will not be made for topsoil versus other shoulder embankment materials.

These prices shall be full compensation for all scarification, excavation, removal, hauling, grading, final shaping, topsoiling, and compacting necessary to construct the proposed embankments in conformance with the lines and grades shown in the plans, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item AR152480 - Shoulder Adjustment - per square yard.

ITEM AR156000 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

Check Sheet #8

DESCRIPTION

156-1.1 ADD: The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of the contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction and contract period.

Contractor's temporary control should include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay items shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

AR156510 – Silt Fence – per lineal foot

ITEM AR201002 – BITUMINOUS BASE COURSE

Check Sheet #12

DESCRIPTION

<u>201-1.1</u> Add to the second paragraph:

The Contractor shall be responsible for the Quality Control in the production and construction of the bituminous base course."

"The bituminous base course shall be laid in a maximum of two (2) inch lifts. Thicker lifts not to exceed three (3) inches may be authorized by the Resident Engineer provided a continuous paving operation is maintained."

REVISE: Table 2 to read as follow:

Table 2. MARSHALL DESIGN CRITERIA

| Properties | Under 60,000 lb. |
|-------------------------------|------------------|
| Number of Blows | 50 |
| Stability (Min.) | 1500 |
| Flow | 8-18 |
| Percent Air Voids | 1.5 – 3.5 |
| Voids filled with asphalt (%) | 75 - 90 |

[1] Stone sand (IDOT Gradation FA20 or FA21) shall be required as part of the fine aggregate portion of the Job Mix Formula. The exact amount of stone sand will be determined by the Engineer based on preparation of the Mix Design.

BASIS OF PAYMENT

<u>201-6.1</u> Delete this section and replace with the following:

<u>"201-6.1 Basis of Payment</u> The quantity of bituminous base course mixture measured as outlined in Section 201-5.1 shall be adjusted in accordance with Section 201-4.13 herein. Payment shall be calculated by multiplying the contract unit price per ton of bituminous base course and the adjusted tons per lot. Final payment shall be compensation for furnishing all materials, for all preparation, mixing, testing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

The test section shall be paid for at the contract unit price per each, which price shall include the additional specified equipment, labor, Engineering, and testing time necessary to construct this item.

Payment will be made under:

Item AR201610 – Bituminous Base Course – per ton. Item AR201630 – Bituminous Base Test Section – per each.

ITEM AR201661 – CLEAN AND SEAL BITUMINOUS CRACKS

Check Sheet #13

DESCRIPTION

- 201-1.1 This item shall consist of cleaning, routing, and sealing cracks in existing bituminous pavements as designated by the Resident Engineer. This work shall include the proper routing and/or cleaning of all cracks to be sealed and furnishing and installing hot pour crack sealer in accordance with these specifications. Wherever the word "cracks" is used, it shall be construed to mean cracks to be sealed.
- <u>201-1.2</u> Bituminous crack repair shall consist of removal of the bituminous surface and ATPS as designated by the Resident Engineer. These repairs will be for cracks one (1) inch or greater as detailed in the plans.

MATERIALS

201-2.3 BACKER ROD

DELETE: This paragraph.

<u>201.2.4</u> Bituminous base shall be as specified under Item 201200 "Bituminous Base Course."

METHOD OF MEASUREMENT

<u>201-5.1</u> The linear feet of cleaning and sealing of cracks to be paid for shall be the number of linear feet of each crack or joint routed, cleaned, sealed and accepted as complete. Measurement of linear feet of crack cleaning and sealing for payment shall be to the nearest foot.

The lineal feet of bituminous crack repair to be paid for shall be the number of lineal feet of each crack removed, oversize aggregate placement, bituminous base course placed as detailed and accepted as complete. Measurement of lineal feet of bituminous crack repair shall be to the nearest foot.

BASIS OF PAYMENT

201-6.1 This item will be paid for at the contract unit price per linear foot of cleaning and sealing cracks or bituminous crack repair in the pavement, complete; which price and payment shall constitute full compensation for all routing, cleaning, preparation and disposal of all loose materials; and for all materials, labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item AR201660 – Bituminous Crack Repair – per lineal foot. Item AR201661 – Clean & Seal Bituminous Cracks – per linear foot.

ITEM AR201671 – CRACK CONTROL FABRIC

DESCRIPTION

<u>201-1.1</u> This work shall consist of constructing reflective crack control treatment of the type shown on the plans. This work shall be performed in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

MATERIALS

<u>201-2.1</u> Use Reflective Crack Control System A.

BASIS OF PAYMENT

<u>201-5.1</u> This work shall be paid for at the contract unit price per square yard for Crack Control Fabric. This price shall be payment for completing all work.

Payment will be made under:

Item AR201670 - Crack Control Fabric - per square yard.

ITEM AR401001 – BITUMINOUS SURFACE COURSE (CENTRAL PLANT HOT MIX)

Check Sheet #20

DESCRIPTION

<u>401-1.1</u> The Contractor shall place the pavement as detailed in the plans, (max lift -2").

COMPOSITION

<u>401-3.1</u> JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

| Table 2 MARSHALL DESIGN CRITERIA | | |
|-------------------------------------|-------|--|
| Under 60,00 lbs. | | |
| Number of Blows | 50 | |
| Stability (Min.) | 1500 | |
| Flow | 8-18 | |
| Percent Air Voids | 2-3 | |
| Voids Filled with Asphalt | 75-90 | |

BASIS OF PAYMENT

<u>401-6.1</u> Payment will be made under:

Item AR401610 – Bituminous Surface Course – per ton. Item AR401630 – Bituminous Surface Test Section – per each.

ITEM AR401650 - BITUMINOUS PAVEMENT MILLING

Check Sheet #24

DESCRIPTION

<u>401-1.1</u> This item of work shall consist of removing variable depths of existing bituminous surface, as shown in the plans and as directed by the Resident Engineer.

BASIS OF PAYMENT

<u>401-5.1</u> The accepted quantities of bituminous pavement milling will be paid for at the contract unit price per square yard, which price and payment shall be full compensation for furnishing all materials, equipment, labor, hauling, and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

Payment will be made under:

Item AR401650 – Bituminous Pavement Milling – per square yard.

ITEM AR401900 - REMOVE BITUMINOUS PAVEMENT

Check Sheet #26

DESCRIPTION

<u>401-1.1</u> This item of work shall consist of removing bituminous pavement structure as described herein.

The Contractor shall remove bituminous concrete of the thickness shown in the plans for bituminous crack repair.

Typical construction details are shown in the plans. Exact locations of bituminous pavement removal shall be determined by the Resident Engineer.

BASIS OF PAYMENT

401-5.1 The accepted quantities of bituminous pavement removal will be incidental to Item AR201660 Bituminous Crack Repair, which price and payment shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

ITEM AR501001 - PORTLAND CEMENT CONCRETE PAVEMENT - METHOD I

Check Sheet #27

MATERIALS

501-1.1 Delete the first paragraph and replace with the following:

"This work shall consist of pavement composed of Portland Cement concrete, or pavement composed of Portland Cement concrete with partial replacement of cement with fly ash only, or with partial replacement of cement with Ground Granulated Blast-furnace (GGBF) slag only, with or without reinforcement, constructed on a prepared subgrade, subbase, or base course in accordance with these specifications and shall conform to the lines, grades, thickness, and typical cross sections on the plans.

501-5.1 GENERAL

Add the following as the second paragraph:

"Section 501-5. Price Adjustment (A) shall be used to adjust the contract quantity per item when required."

501-5.2 Payment will be made under:

Item AR501508 – 8" PCC Pavement – per square yard. Item AR501530 – PCC Test Batch – per each.

501-5.3 PRICE ADJUSTMENT

Delete the word <u>price</u> in the first sentence of (A) thickness adjustment and Table 3 and replace with the word "quantity".

Add the following to the first paragraph:

"The Contractor shall cut three cores per lot to determine the adjustment for thickness. The location of the core shall be randomly determined by the Resident Engineer. All holes shall be filled by the Contractor with a non-shrink grout approved by the Engineer. All associated costs shall be borne by borne by the Contractor.

Delete (B) Flexural Strength Adjustment and (C) Compressive Strength Adjustment.

ITEM 501115 - CRACK AND SEAT PAVEMENT

DESCRIPTION

501-1.1 This item shall consist of cracking and seating the existing variable depth PCC pavement prior to construction of the bituminous overlay.

This item shall also consist of cleaning all loose, spalled material from the surface of the pavement prior to paving.

METHOD OF MEASUREMENT

501-4.1 The quantity of pavement cracking and seating to be paid for shall be the number of square yards of area cracked, seated and cleaned as specified, completed and accepted.

BASIS OF PAYMENT

501-5.1 The accepted quantity of pavement cracking and seating shall be paid for at the contract unit price per square yard which price and payment shall be full compensation for furnishing all equipment and materials, and for all preparation, modification of equipment as needed, cleaning watering and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item AR501115 – Crack and Seat Pavement – per square yard.

ITEM AR501550 PCC PAVEMENT MILLING

Check Sheet #32

DESCRIPTION

501-1.1 ADD: The Contractor shall mill the existing concrete pavement to the depth as shown in the plan drawings. Milling shall consist of 6" and 8" nominal depths to elevations that will allow construction of the HMA surface course to the proposed grades shown.

CONSTRUCTION METHODS

501-2.1 EQUIPMENT

ADD: The Contractor shall be required to setup and use a taut stringline to accurately remove the existing PCC pavement to the depth required to meet the final PCC pavement elevations. Standards shall be separated by no more than 25 feet center to center.

501-2.2 DISPOSAL

ADD: The Contractor shall use the PCC millings for use in constructing and maintaining the haul road to suit his needs. The Contractor shall dispose of the excess millings off Airport property.

ADD:

501-2.3 <u>MILLING</u>

Pavement areas to be milled will be delineated by the Contractor. Limits of removal shall be verified by the Engineer prior to start of milling operations. Any areas of pavement removed outside of the limits approved by the Engineer shall be done entirely at the Contractor's expense.

All pavement designated for milling shall be milled to the depth as indicated in the Plans. Removal of the existing pavement below the proposed removal grade unless otherwise shown will not be measured for payment.

The Contractor shall make straight cuts around the perimeter of the removal with an approved power saw, full depth of the removal and at the location shown in the plans before proceeding with the actual milling operations.

Extreme care shall be taken not to damage existing pavement to remain in place. Equipment and methods used for removing pavement shall be as such to prevent cracking or other damage to the adjacent pavement remaining in place. Should the remaining pavement be damaged by his operations, the Contractor shall immediately change equipment and/or methods to prevent damage to any more pavement and the damaged pavement shall be repaired the Contractor's expense.

The Contractor shall provide hauling equipment similar to the type used to transport waste materials on public roads. The hauling equipment shall be equipped with covers adequate to prevent any spillage of waste material on the pavement. Using airfield pavements as haul roads is prohibited unless approved by the Engineer and the Airport. All surfaces used in hauling waste material shall be kept clean.

METHOD OF MEASUREMENT

501-4.1 ADD: The quantity of pavement milling to be paid for shall be the number of square yards of pavement milling as measured in place to the specified depth, completed and accepted.

Placement of millings as an Airport Perimeter Road shall not be measured for payment, but shall be considered incidental to the PCC Pavement Milling.

BASIS OF PAYMENT

7

501-5.1 Payment will be made under:

Item AR501550 – PCC Pavement Milling – per square yard

ITEM AR501900 - REMOVE PCC PAVEMENT

Check Sheet #33

DESCRIPTION

501-1.1 ADD: The Contractor shall remove the pavement of the thickness shown in the plans.

CONSTRUCTION METHODS

501-3.1 DELETE: Paragraphs one, two and three.

ADD: The use of a guillotine or drop hammer type breakers shall not be allowed due to the close proximity of the removal area to the terminal building.

Pavement areas and curb to be removed will be delineated by the Contractor. Limits of removal shall be verified by the Engineer prior to start of removal operations. Any areas of pavement removed outside the limits approved by the Engineer shall be done entirely at the Contractor's expense.

The Contractor shall make straight cuts around the perimeter of the removal with an approved power saw, full depth of the pavement and at the location shown in the plans before proceeding with the actual removal operations.

Extreme care shall be taken to not damage existing pavement to remain in place, structures around or within the pavement or the terminal building. Equipment and methods used for removing pavement shall be such as to prevent cracking or other damage to the adjacent pavement or the aforementioned structures. Should the remaining pavement or structures be damaged by his operations, the Contractor shall immediately change equipment and/or methods to prevent damage to any more pavement and the damaged pavement or structures shall be repaired the Contractor's expense.

Care shall be taken when removing pavement to avoid damaging conduit, wiring, lighting units and other airfield appurtenances which are to remain in place or be reinstalled/restored.

The material removed shall be disposed of off Airport property.

The Contractor shall provide hauling equipment similar to the type used to transport waste materials on public roads. The hauling equipment shall be equipped with covers adequate to prevent any spillage of waste material on the pavement. Using airfield pavements as haul roads is prohibited unless approved by the Engineer and the Airport. All surfaces used in hauling waste material shall be kept clean.

BASIS OF PAYMENT

501-5.1 ADD:

Item AR501900 – Remove PCC Pavement – per square yard

ITEM AR603000 – BITUMINOUS TACK COAT

DESCRIPTION

<u>603-1.1</u> ADD:

This item shall consist of the application of a tack coat for the following items:

- 1. On the milled PCC pavement surface prior to placement of the bituminous surface/leveling course;
- 2. On the prepared butt joints prior to placement of bituminous surface course;
- 3. Between lifts of any bituminous surface course.

BASIS OF PAYMENT

<u>603-5.1</u> ADD:

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR603510 – Bituminous Tack Coat – per gallon

ITEM AR610000 - STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

<u>610-1.1</u> ADD: This item shall include concrete used for the purpose of removal and replacement of the PCC curb.

The cost of furnishing and install structural concrete shall be considered incidental to the contract unit price for the item utilizing Item 610 Structural Portland Cement Concrete. The prices shall be full compensation for furnishing all materials and or preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

ITEM AR605000 - JOINT SEALING FILLER

MATERIALS

605.2.1 JOINT SEALING MATERIALS

DELETE: Paragraphs (a), (b), (c), (d) and (e) from the Standard and Supplemental Specifications.

ADD: The joint sealing materials shall meet the requirements of one or more of the following:

(a) Not Used.

(b) ASTM D1854 – Jet fuel resistant concrete joint sealer, hot applied elastic type.

(c) Not Used.

(d) ASTM D3581 – Joint sealant, hot applied, jet fuel resistant type, for Portlant Cement concrete and tar-concrete pavements.

(e) Not Used.

(f) ASTM D3569 – Joint sealant, hot applied, elastomeric, jet fuel resistant type for Portland Cement concrete pavements.

ITEM AR620000 – PAVEMENT MARKING

METHOD OF MEASUREMENT

620-4.1 ADD: No distinction will be made between color of paint for payment purposes.

Two applications of pavement marking are to be applied at the end of the project. The quantity of pavement marking to be paid for shall be the number of square feet of surface covered with two applications of paint, completed and accepted by the Resident Engineer. Measurement shall not be made separately for each paint application.

Mobilization will not be measured for payment. Several mobilizations will be required for the temporary pavement marking, pavement marking and pavement marking removal.

The quantity of pavement marking removal shall be measured and paid for by the square foot completed and accepted by the Resident Engineer.

BASIS OF PAYMENT

620-5.1 BASIS OF PAYMENT

DELETE: This section.

ADD: Payment shall be made at the contract unit price per square foot for pavement marking. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

No direct payment will be made for mobilization for the purpose of pavement marking, temporary pavement marking or pavement marking removal. The cost for mobilization for these items shall be considered incidental to the contract unit prices for the pavement marking items.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR620520 - Pavement Marking Water Borne - per square foot.

ITEM 754000 – CONCRETE GUTTERS, DITCHES AND FLUMES

DESCRIPTION

754-1.1 Revise this section to read as follows:

This item shall conform to the detail or IDOT standard shown in the plans and shall consist of Portland cement concrete curb and/or gutter and/or combination curb and gutter constructed in accordance with these specifications at the specified locations in conformance with the details dimensions, lines, grades as shown on the plans or as required by the Engineer.

This item shall also consist of removal of concrete curb and/or gutter and/or combination curb and gutter in accordance with these specifications at the specified locations in conformance with the details dimensions, lines, and grades as shown on the plans or as required by the Engineer.

MATERIALS

ADD:

754-2.3 <u>GRANDULAR BEDDING</u>. A 4" granular bedding course shall be constructed and mechanically compacted under all proposed curbs and gutters. Granular Bedding shall be IDOT CA-6 in accordance with Item 208.

CONSTRUCTION METHODS

ADD:

<u>754-3.5</u> <u>REMOVALS</u>. The existing curb and/or gutter and/or combination curb and gutter shall be sawcut at the limits of removal. If adjacent pavement or structures are to remain in place the Contractor shall provide sawcuts along the pavement or structures to remain. The curb and/or gutter and/or combination curb and gutter shall be completely removed and disposed of by the Contractor off of airport property.

BASIS OF PAYMENT

<u>754-5.1</u> DELETE: Entire section.

ADD: Payment will be made at the contract unit price per linear foot for concrete curb and/or gutter and/or combination curb and gutter completed and accepted in accordance with the plans and specifications.

Payment will be made at the contract unit price per linear foot for removal of concrete curb and/or gutter and/or combination curb and gutter completed and accepted in accordance with the plans and specifications.

These prices shall be full compensation for furnishing all materials, and for all preparation, excavation, granular bedding and compaction and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item. Granular bedding for cub and gutters shall not be measured separately but shall be considered incidental to the proposed curb and gutter.

Payment will be made under:

Item AR754410 – Comb Curb and Gutter (Type B6.12) – per linear foot. Item AR754900 – Remove Concrete Curb – per linear foot. Item AR754904 – Remove Comb Curb & Gutter – per linear foot.

ITEM AR800300 - MISCELLANEOUS REMOVALS

DESCRIPTION

- 800-1.1 This item shall cover the following:
 - Remove, relocate and replace barrier blocks.
 - Remove, relocate and replace parking blocks.
 - Remove existing PCC islands and gate assembly.

This item shall also cover any other miscellaneous removals not shown on the plans.

GENERAL

800-2.1 The barrier blocks and parking blocks to be removed are shown on the plans. The Airport Authority reserves the right to change the number of barrier blocks and parking blocks to be removed. The barrier and parking blocks shall be stored on site by the Contractor until completion of paving in the parking lot. Once paving is complete, the Contractor will replace the barrier and parking blocks as shown.

The existing PCC island and gate assembly is located as shown in the plans. The existing gate assembly shall be removed and turned over to the Airport. All wiring to the gate assembly shall be capped per the Airport's directive. Thee PCC islands shall be disposed of off site.

METHOD OF MEASUREMENT

- <u>800-4.1</u> The quantity of barrier and parking blocks to be relocated that are measured for payment shall be the number of barrier blocks removed and relocated.
- 800-4.2 The quantity of removal of the existing PCC islands and gate assembly that are measured for payment shall be the lump sum.

BASIS OF PAYMENT

800-5.1 Payment will be made at the contract unit price for removed, temporary storage, and relocate barrier and parking blocks and shall be full compensation for all materials, parts, installations, deliveries, labors, tools, re-installation, disposal if necessary, and other incidentals necessary to complete the item.

Payment will be made under:

Item AR800362 – Remove and Relocate Barrier Block – per each. Item AR800363 – Remove and Relocate Parking Block – per each. Item AR800364 – Remove PCC Islands and Gate Assembly – lump sum.

ITEM AR800350 – DETECTABLE WARNING SURFACE

DESCRIPTION

<u>800-1.1</u> This item shall consist of installation of detectable warning surfaces on existing sidewalk ramps as located in the plans.

The detectable warning surface shall be in compliance with the American With Disabilities Act.

GENERAL

800-2.1 The Detectable Warning Surface shall consist of a surface of truncated domes aligned in a square or triangular pattern.

The new warning surface may be tiled as manufactured by Armor Tile or a liquid applied system produced by Vangard ADA Systems or approved equal.

Color of Detectable Warning System will be chosen by the Airport after type of system selected is approved.

Installation of new system will be per manufacturer's recommendation.

METHOD OF MEASUREMENT

800-4.1 The quantity of Detectable Warning Surface shall be measured and paid for by the square foot completed and accepted by the Resident Engineer.

BASIS OF PAYMENT

<u>800-5.1</u> DELETE: This section.

ADD: Payment shall be made at the contract unit price per square foot for Detectable Warning Surface. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

No direct payment will be made for mobilization for the purpose of Detectable Warning Surface. The cost for mobilization for these items shall be considered incidental to the contract unit prices for the pavement marking items.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item 800359 – Detectable Warning Surface - per square foot.

ITEM 800360 - DETECTOR LOOP

DESCRIPTION

<u>GENERAL</u>

This item shall consist of finishing and installation of the following:

Sixteen (16) detector loops for existing ticket dispensers and gates.

MATERIALS

800-2.1 The detector loops shall be compatible with existing ticket dispenser and gate controllers.

CONSTRUCTION METHODS

800-3.1 Contractor shall notify the Airport seven (7) days prior to beginning work on this item. The Contractor shall erect temporary signs and erect barriers in work area. The Contractor will be allowed to close one parking lot entrance at any given time.

Detector loops shall be installed at the location as shown in the plans or as recommended by the manufacturer. The detector loop shall consist of #16 AWG cross-linked polyethylene (XLPE), single conductor stranded wire. The saw slots shall be a 3/16" to 1⁄4" wide, and 1-1/2" to 2" deep, rectangular slot. The slot shall be sealed with a quality butyl base sealant.

METHOD OF MEASUREMENT

<u>800-4.1</u> The detector loop shall be measured per each and it shall include all materials, labor and equipment necessary to complete this item.

BASIS OF PAYMENT

800-5.1 Payment will be made at the contract unit price for detector loops and shall be full compensation for all materials, parts, installations, deliveries, labors, tools, signage, barricades, and other incidentals necessary to complete this item.

Payment will be made under:

Item AR800360 – Detector Loop – per each.

ITEM AR800380 - VEHICLE PARKING CONTROL

DESCRIPTION

800-1.1 Control of the public vehicle parking is a critical issue for the success of this project. The Contractor will be required to establish a procedure by which the minimum amount of vehicles will need to be moved to allow for the Contractor to seamlessly move from construction phase to construction phase. The owners of the vehicles are the Airport's customers and the airport will require that the Contractor to treat their vehicles accordingly. Care shall be taken to protect vehicles and the public at all times.

Also, the amount of available parking spaces has been established so as to minimize the opportunity for the amount of vehicles using the parking lot to exceed the available spaces. The Contractor shall schedule his work so as to open a work area for parking during the closing of another work area.

The contractor shall sign and coordinate his work so as to inform the public of the schedule for upcoming phases. Contractor personnel shall be on airport closing individual spaces as specified. The Contractor shall work with the airport to identify vehicles that appear to be stranded at the airport.

Ultimately the Contractor may be forced to have cars moved by towing. This will be a last effort and towing will only be allowed if approved by the Airport Director. All towing operations will be video taped and closely coordinated with the Airport.

This lump sum pay item has been established to allow the Contractor to include his costs associated with barricading individual spots as vehicles vacate them, towing and other incidentals as may be required to control vehicle parking in a manner that is satisfactory to the Airport and provides adequate work area for the Contractor to successfully complete the work in the available contract time. The signs for notifying the traveling public will be paid for under Temporary Signs.

MATERIALS

800-2.1 Barricades shall be IDOT Type 1 with a flashing red light, or other approved barricade identified by the Contractor and shall be paid for under Traffic Maintenance.

CONSTRUCTION METHODS

800-3.1 Seven (7) days prior to initiating work in any phase, the Contractor shall notify the Airport of the pending closures so the airlines may be notified and install signs indicating the areas to be closed as shown in the plans. Upon completing the construction of the signs, the Contractor shall immediately barricade the open parking spots in that phase. Note that all other parking in other work areas shall be available to the public prior to initiating this sequence.

The Contractor may also construct the temporary fence around the work area, but all vehicle lanes should remain open to allow vehicles to exit the area.

For the next seven (7) days, the Contractor shall provide personnel between the hours initiating 2 hours before the first scheduled flight and ending 1 hour after the last arrival of the night to barricade individual spaces in the proposed work area as they are vacated.

The procedure shall be to wait for vehicles to vacate a parking spot and then the Contractor will install barricades in that spot so as to keep vehicles from parking in that

spot. This procedure will continue until all of the spots are vacated. When all of the spots are vacated, the Contractor may close the area and initiate work in that area.

800-3.2 When the Contractor is 48 hours from the end of the 7-day period, he/she shall notify the Airport in writing with the license plate number of the remaining vehicles so that the public safety department may notify the owner that the vehicle is to be towed unless it is moved.

After all reasonable effort has been extended and the 7-day period has elapsed, the Contractor shall complete the temporary fencing around the work area and initiate work. He/she will have the option at that point of towing the remaining vehicles to a lot designated by the Airport Manager.

If the Contractor elects to initiate work in the work area without towing the vehicle, the Contractor shall document the condition of the vehicle and take all steps necessary to protect the vehicle from damage due to his operations.

If the Contractor elects to tow the vehicle, as a minimum the following procedure shall be followed:

- 1. The Contractor shall engage the services of a reputable bonded towing company to physically move the vehicles. Only representatives of this company shall actually come into contact with the vehicle to be towed.
- 2. The Contractor, along with a representative from the Airport, shall video tape the condition of the vehicle and make a detailed drawing of any current damage on the vehicle. Copies of this damage report shall be filed with the Airport.
- 3. The Contractor shall video tape the entire process of loading the vehicle and the subsequent unloading of the vehicle.
- 4. Upon delivery of the vehicle, the Contractor shall satisfy himself/herself that the condition of the vehicle has not changed during the removal operation. The detailed damage report shall be initialed by the Contractor's representative and provided to the Airport.
- 5. Copies of this video shall be filed with the Airport.

The Contractor shall remain responsible for damage to any vehicle moved by his towing company regardless of the procedure followed to move the vehicle. The Contractor may alter the above procedure as necessary to limit the liability for such damage.

METHOD OF MEASUREMENT

- 800-4.1 The control of vehicle parking shall be measured as a single lump sum and it shall include all materials, labor and equipment necessary to complete this item.
- 800-4.2 The Contractor shall provide the Airport, through the Resident Engineer, paid invoices for the towing company used in the relocation of vehicles as outlined above. These paid invoices will be compared to the \$5,000.00 towing allowance specified in Section 5.1 of this specification. No other separate measurement will be made for items related to the control of vehicle parking on this project.

BASIS OF PAYMENT

800-5.1 Payment will be made at the contract lump sum unit price for vehicle parking control and shall be full compensation for all materials, video taping, towing, parts, installations, deliveries, labors, tools, and other incidentals necessary to complete this item. Signage related to this work shall be paid for under temporary signs. Barricades shall be paid for under Traffic Maintenance.

The towing is included in this lump sum item. As the number of cars that may need to be towed cannot be estimated at this time, the Contractor shall include a \$5,000.00 allotment for the direct towing costs in the lump sum bid for this item. Paid invoices to the towing company shall be provided to the Airport at the final inspection and the lump sum as-bid price will be modified accordingly in the final change order.

Payment will be made under:

Item AR800389 – Vehicle Parking Control – per lump sum.

ITEM AR901510 - SEEDING

BASIS OF PAYMENT

<u>901-5.1</u>

ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR901510 – Seeding – per acre

ITEM AR905000 - TOPSOILING

DESCRIPTION

<u>905-1.1</u> ADD: Topsoil shall be stripped from excavation and embankment areas and below proposed pavements and stockpiled outside of the grading limits. The surface of all disturbed areas shall be covered with a layer of topsoil, as needed, to facilitate drainage and the growth of turf.

CONSTRUCTION METHODS

905-3.1 GENERAL

DELETE: The first sentence.

ADD: A 2 inch minimum layer of topsoil shall be spread evenly over the disturbed areas outside the proposed pavement to facilitate drainage and the growth of turf.

905-3.4 PLACING TOPSOIL

DELETE: The first sentence and replace with the following:

A layer of topsoil of uniform thickness shall be placed over the disturbed areas outside the proposed pavement to a minimum depth of 2 inches after compaction to promote the growth of turf.

ITEM AR908510 - MULCHING

MATERIALS

908-2.1 MULCH MATERIAL

REVISE: First sentence to read:

Material used for mulching shall be (a) hay or (b) straw.

BASIS OF PAYMENT

<u>908-5.1</u> Payment will be made under:

Item AR908510 – Mulching – per acre

ITEM AR910210 & AR910230 – TEMPORARY SIGNS

DESCRIPTION

<u>910-1.1</u> <u>GENERAL</u>

This item shall consist of temporary signs to be installed during construction for the purpose of providing information and directions for pedestrians and vehicles. The signs that are applicable to this pay item are the signs found on the Phasing Plan Sheets.

The handicap signs installation shall consist of furnishing, fabricating and installing sign panels including supports complete with sign faces and legends.

MATERIALS

910-2.1 SIGN FACES

The temporary signs shall be constructed of 3/4" plywood, or other approved material, the sizes shall be 3' x 5'. The wood signs shall be painted with a white background and black text of the dimensions, text, and approximate fonts as shown in the plans. The signs shall have wood support legs, or other approved supports, to the heights shown in the plans and shall have a base constructed and weighed down with sandbags, or other approved materials, installed to maintain the signs during windy conditions. The arrows on the exit and terminal signs will either be left, right, or up facing arrows. The Engineer will designate the number of left, right, and up facing signs before each phase. The Engineer and Airport Authority will have the final say as to the location of the temporary signs. The arrows shall be painted over between phases if the number of left, right, or up arrows needed changes for each phase. The re-painting of the arrows shall be considered incidental to the contract. The signs will only be paid for once, regardless of whether or not the arrows are painted over or if the signs are moved between each phase.

910-2.2 HANDICAP SIGN PANELS

Sign panel materials shall be reflective and meet the applicable requirements of Section 720.02, Materials, Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2002 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways".

910-2.3 HANDICAP SIGN SUPPORTS

Sign supports shall be telescoping steel posts meeting the requirements of Section 728, Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2002.

METHOD OF MEASUREMENT

<u>910-3.1</u> The number of temporary signs to be paid for shall be the number of signs constructed and installed in place, regardless of size. No separate measurement will be made for the repainting and relocation of the signs between phases. Each sign will only be measured for payment once. No separate payment will be made for each size of sign.

The quantity of handicap signs to be paid for under this item shall be the number of units installed in place.

BASIS OF PAYMENT

<u>910-4.1</u> Payment for temporary signs will be made at the contract unit price for each temporary sign installed and in place. The price shall be full compensation for furnishing all materials, construction of the signs, painting the sign legend, re-painting of the arrows, moving signs between phases, delivering and installation, all labor, tools, and other incidentals necessary, and for removal and disposal of all items necessary to complete this item.

Payment will be made at the contract unit price for each handicap sign installed as specified in place, complete and accepted. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and application of these materials for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR910210 – Temporary Signs – per each. Item AR910230 – Handicap Signs – per each.

ITEM AR910400 - TRAFFIC MAINTENANCE SIGNS

DESCRIPTION

<u>GENERAL</u>

This item shall consist of furnishing and installing all barricades, drums, cones, temporary fence, construction signs, traffic control signs and arrow boards necessary to maintain vehicle and pedestrian traffic, installed at the locations shown on the plans and in accordance with IDOT specifications.

The sequence shown in the plans and specifications shall be considered the approved sequence and method of construction. No deviation from the approved sequence shown in the plans and specifications will be made without prior written approval from the Engineer.

TRAFFIC CONTROL SIGNS

The work zone traffic control signs and arrow boards shall be in accordance with the plans and Section 702 Work Zone Traffic Control Devices of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, Adopted January 1, 2002.

910-3.1 TEMPORARY FENCE

The Contractor shall install and maintain temporary fence around the perimeter of each work area. The fence type shall be approved by the Engineer prior to the beginning of construction. The locations of the fence shall be staked out prior to each phase and the Engineer shall approve the location prior to installation. The Engineer reserves the right to alter the location of the fence at any time.

METHOD OF MEASUREMENT

<u>910-4.1</u> The measurement for traffic maintenance will be measured for each of the four phases. When the signs, fence, barricades, and arrow boards have been installed in each phase, 25% of the lump sum will be measured for payment.

Payment will be made under:

Item AR910430 – Traffic Maintenance (Roadway) – per Lump Sum.

APPENDIX 1

Policy Memorandum 87-2 Density Acceptance of Bituminous Pavement 4 Pages

05059-03-00

State of Illinois Department of Transportation Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield

Number: 87-2

TO: CONSULTING ENGINEERS

SUBJECT: DENSITY ACCEPTANCE OF BITUMINOUS PAVEMENTS

1. Introduction

This Policy Memorandum deals with the implementation of the Bituminous Density Quality Assurance specifications as a revision to the Standard Specification for Construction of Airports, January 1985. These revisions are to Item 201 Bituminous Base Course, and Item 401 Bituminous Surface Course.

II. Sampling

After completion of compaction and the pavement has reached ambient temperature, the paved area shall be divided into Sublots of 500 tons per type of mix. One core sample (2 cores per sample) shall be taken from each Sublot. The longitudinal and transverse location for each sample shall be determined by use of a random number "Deck" provided by the Division. No core shall be taken closer than two (2) feet from the edge of the mat. A core extraction device as illustrated by the attachment is recommended. All cores are to be taken by the contractor under the supervision and remain in the possession of the engineer. It is imperative that the Engineer and the contractor realize that the cores are "Money" and that improper coring, extraction, shipping and/or testing can be costly.

One mix sample per 1000 tons of mix laid shall be taken for Extraction, Maximum Specific Gravity (G_{mm}) and Air Void tests. The mix samples shall be sampled by the contractor and split in half.

The Resident Engineer shall randomly designate and send the split samples to an independent laboratory for testing. The laboratory will be designated by the Division of Aeronautics. The frequency of testing split samples shall be 1 per 5000 tons. Higher frequencies may be necessary if the contractor's tests, and/or mix quality control are inconsistent.

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III. Testing

All cores shall be tested for Bulk Specific Gravity (G_{sb}) in accordance with ASTM D2726 using Procedure 9.1, "For Specimens That Contain Moisture". The Theoretical Maximum Gravity (G_{mm}) shall be determined according to ASTM D2041, Procedure 7. From these tests the in-place air voids of the compacted pavement are calculated according to ASTM D3203 for "dense bituminous paving mixtures". Selection of the proper G_{mm} shall be based on a running average of four (4) tests per Lot.

- Eg. Lot 1 Use the average of the two (2) tests for Lot 1. Lot 2 - Use the average of the four (4) tests from Lots 1 and 2.
 - Lot 3 Use the average of the four (4) tests from Lots 2 and 3.
 - NOTE: When more than four (4) Sublots are used, still use a running average of four (4) tests per Lot.

IV. Acceptance Calculations

The first step in calculating the quantities for pay is to calculate the Mean (\bar{x}) and the Standard Deviation (S) of the Sublot tests. From this data the Lot samples should first be tested for outliers. After consideration for outliers, the Percent Within Tolerance (PWT) and the Percent Within Limits (PWL) are calculated to determine the final pay quantities for the Lot.

EXAMPLE

1. Test Data

Lot Quantity = 2000 tons Sublot Test 1 = 4.35 % Air Sublot Test 2 = 3.96 % Air Sublot Test 3 = 6.75 % Air Sublot Test 4 = 6.25 % Air

2. Calculating the Mean and Standard Deviation

| Sublot | <u> </u> | $(\underline{X} - \overline{X})$ | $(\underline{x} - \overline{x})^2$ |
|--------|-------------|----------------------------------|------------------------------------|
| 1 | 4.35 | - 0.978 | 0.956 |
| 2 | 3.96 | - 1.368 | 1.871 |
| 3 | 6.75 | 1.422 | 2.022 |
| 4 | <u>6.25</u> | 0.922 | <u>0.850</u> |
| Sum = | 21.31 | | 5.699 |

N = 4

 $Mean(\overline{x}) = 5.328$

Variance

$$(S)^2 = Sum(\underline{x - \overline{x}})^2 = \underline{5.699} = 1.900$$

Standard Deviation S = $\sqrt{1.900}$ = 1.378

3. Test For Outliers

Check for Critical "T" Values

$$T = |(\underline{X_1 - \overline{X}})|^* = |\underline{3.96 - 5.328}| = 0.99$$

S |.378

* Difference between the suspect test value (X_1) and the Mean (\overline{X}) .

If the T value exceeds the critical "T" Value in the table below and no <u>assignable cause</u> can be determined for the outlier, discard the suspected test measurement and obtain another random sample from the Lot in question. If the new test exceeds the Mean (\overline{x}) in the same direction from the Mean as the suspected test, recalculate the T value including all tests (original test, suspected test, and new test) for an outlier and for computing final payment.

TABLE OF CRITICAL "T" VALUES

| Number of observations | Critical "T" Value | |
|------------------------|-----------------------|--|
| <u>(N)</u> | 5% Significance Level | |
| 3 | 1.15 | |
| 4 | 1.46 | |
| 5 | 1.67 | |
| 6 | 1.82 | |
| 7 | 1.94 | |
| 8 | 2.03 | |
| 9 | 2.11 | |
| 10 | 2.18 | |
| 11 | 2.23 | |
| 12 | 2.29 | |

Based on the above table, the "T" value of 0.99 does not exceed the Critical "T" Value of 1.46 for N = 4. Therefore, the value (3.96) is not an outlier and shall be used in calculating the Lot payment.

4. Calculation of Lot Payment

To calculate the Lot Payment use the Acceptance Criteria as outlined under Item 201-4.13(c) or Item 401-4.13(c).

$$Q_{L} = (\underline{x} - 1) = \underline{5.328 - 1} = 3.141$$

S 1.378

 $Q_{\underline{u}} = (\underline{7 - \overline{x}}) = \underline{7 - 5.328} = 1.213$ S 1.378

From this data the Percentage Within Tolerance (PWT) for both the lower and upper tolerance limits is determined by Table 8 of the specifications for the number (N) of samples tested.

Eq. PWT (lower) = 99.0% PWT (upper) = 90.4%

We now calculate the Percent Within Limits (PWL) for the Lot.

PWL = [PWT (lower)] + [PWT (upper)] - 100 PWL = (99.0 + 90.4) - 100 = 89.4%

Using Table 7, the % Adjustment in Lot Quantity is:

% Adjustment = 0.5 PWL + 55.0 % Adjustment = 0.5 (89.4) + 55.0 % Adjustment = 99.7

Adjusted Quantities = % Adjustment x Lot Quantities Adjusted Quantities = .997 x 2000 tons Adjusted Quantities = I994 tons

5. Resampling and Retesting

Under the specifications the contractor has the right to request the resampling and retesting of a complete Lot. This privilege is only allowed once for each Lot and must be requested in writing by the contractor within 48 hours of receiving the official report from the Engineer.

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6. Reporting

After completion of the tests for each Lot, the Engineer shall complete the necessary calculations for final adjustment in quantities on the Form AER M-1 and have both the Engineer and the Contractor sign the report for copying to both the FAA and IDOA.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 87-2, dated January 1, 1999.

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APPENDIX 2

Policy Memorandum 87-3 Mix Design, Test Batch, Quality Control And Acceptance Testing of PCC Pavement Mixture 4 Pages

05059-03-00

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State of Illinois Department of Transportation Division of Aeronautics

POLICY MEMORANDUM

July 31, 2004

Springfield

Number: 87-3

TO: CONSULTING ENGINEERS

SUBJECT: MIX DESIGN, TEST BATCH, QUALITY CONTROL, AND ACCEPTANCE TESTING OF PCC PAVEMENT MIXTURE

I. <u>SCOPE</u>

This Policy Memorandum addresses the Mix Design, Test Batch, Quality Control and Acceptance Testing of PCC pavement mixtures specified by Item 501, Portland Cement Concrete Pavement, in accordance with the Standard Specifications for Construction of Airports, effective January 1985, Special Provisions, and policies of the Division of Aeronautics.

II. MIX DESIGN

Prior to the start of paving operations and after approval by the Division of Aeronautics (IDOA) of all materials to be used in the manufacture of the concrete, the contractor shall provide a preliminary mix design(s) for evaluation at the Test Batch. The mix design shall indicate saturated surface dry batch weights per cubic yard for each material component. In addition, each material component, including chemical admixtures, shall be identified by the IDOT material code number, the IDOT producer code number, and the producer name and location. Saturated surface dry and oven dry specific gravities, as well as absorption values, for each proposed aggregate to be used in the mix shall be indicated on the mix design. When requested in writing by the contractor, the Engineer will recommend a preliminary mix design for evaluation at the Test Batch.

The Mix Design and the contractor's approved Job Mix Formula (JMF) will be issued by our office subject to verification of the mix by strength tests obtained from mix prepared from a Test Batch(es) according to the approved JMF. The water-cementitious ratio established from the approved test batch is the maximum water-cementitious ratio allowed during production paving. Whether the contractor selects his own mix design or chooses to use the mix design recommended by the Division, the contractor is responsible for the mix design, as well as the manufacture and placement of the mix.

III. TEST BATCH

At least 28 days prior to the start of production, the contractor and/or producer shall prepare a Test Batch under the direction of the Engineer. The Test Batch shall be prepared at the concrete plant proposed for use in the production of the concrete mix for the project and shall be in accordance with the approved Job Mix Formula (JMF). When approved by the Engineer, the Test Batch may be prepared at a different plant provided that the same materials specified in the JMF are used. The plant shall have been surveyed and approved by the Engineer prior to preparation of the Test Batch. As required by these Special Provisions, the contractor shall provide Quality Control for production of the concrete. The contractor shall have his Quality Control Manager and a representative of the contractor familiar with the paving operation, present at the Test Batch preparation. The Test Batch shall be prepared as follows:

A. Proportioning

Prior to preparation of the mix, the Proportioning Technician shall perform a minimum of two (2) gradation analysis and two (2) moisture tests on each aggregate used. The gradation analysis shall be reported on form AER M-12, Side 1. From this data, the JMF shall be adjusted for moisture, in accordance with form AER M-12, Side 2. A microwave type moisture probe (or equal) may be allowed to adjust proportions for sand moisture when approved by the Engineer.

B. <u>Preparation of the Mix:</u>

- 1.) Prepare a Test Batch that is at least one-half (1/2) the manufacturer's rated capacity of the mixing drum (in cubic yards). The Test Batch shall be prepared with the approved JMF, adjusted for moisture.
- 2.) Mixing requirements shall be:
 - a.) <u>Central Mix Plant</u>: Mixing time shall be a minimum of 90 seconds. If transit mixer trucks are used to transport the mix, the mix shall be agitated, after mixing, at 2-5 RPM for the approximate time anticipated between batching at the plant and deposit of the concrete in the forms. If non-mixing trucks are used to transport the mix, the mix shall remain in the central mixer with no mixing or agitation for the approximate time anticipated from when the water contacts the cement and deposit of the concrete in the forms.
 - b.) <u>Transit Mix Plant</u>: Mixing shall consist of 70-100 Revolutions @ 5-16 RPM. After initial mixing, agitate mix at 2-5 RPM for the approximate time anticipated between batching at the plant and deposit of the concrete in the forms.
- 3.) <u>Slump and Air</u>: If the air content after aging is 6.0%±1.5% and provides the required workability for paving, the contractor will make cylinders for testing at 3, 7, 14 and 28 days. If the slump is below that required for placement, the contractor may add additional water to increase the slump as necessary up to the maximum water/cement ratio (or water/cementitous material) ratio listed herein. Additional mixing of at least 40 Revolutions will be required with each addition of water. Cylinders and/or beams will be made for testing at 3, 7, 14 and 28 days when the slump is obtained, at 6.0% ±1.5% air content. The water/cement ratio (or water/cementitious material) ratio cannot exceed 0.44 based on actual batch weights when 501-3.6(A) proportions is specified, and 0.42 when 501-3.6(B) proportions is specified.
- 4.) The Proportioning Technician shall complete Form AER M-7, Plastic Concrete Air, Slump and Quantity and Form AER M-6, Concrete Moisture Determination

(Adjusted Oven Dry Method), to be given to the Resident Engineer after completion of the Test Batch. The Flask Method, Dunagan Method, and Pycnometer Jar Method are also acceptable test methods for the determination of aggregate moisture.

- 5.) The Resident Engineer and contractor shall complete Form AER M-4, Concrete Plant Production, Mix Verification.
- 6.) The concrete test cylinders and/or beams shall be tested at 3, 7, 14 and 28 days to establish a growth curve of concrete strength vs. age. The compressive strength shall be at least 800 psi, over the specified strength, at 28 days. Flexural strength concrete shall have at least 100 psi over the specified strength at 28 days.

IV. QUALITY CONTROL

Quality control testing is the responsibility of the contractor and must be performed by qualified testing personnel approved by the Engineer. The proportioning technician shall be PCC Level II certified by the testing firm must perform his or her duties on a full time basis whenever concrete is produced for an IDOA project.

The proportioning technician shall perform the duties as outlined in the Division of Highways latest <u>Manual of Instructions for Concrete Proportioning and Testing</u> and as outlined as follows. These duties as outlined are not necessarily all inclusive and may include other duties as required by the specifications, special provisions, etc.

If a QC or QA test for slump, air content, or mix temperature fails to meet the requirements of the specifications the contractor shall reject the batch. In the case of a failing test of the air content, the contractor may make adjustments to the concrete to bring the air content into compliance with the specification. Adjustments are subject to the time limitations of 1 hour from time of batching when the concrete is transported in mixer trucks. Time limitations shall be increased by 30 minutes when the concrete mixture contains a retarding admixture. When concrete has been rejected due to failing test results, the contractor shall continue to run tests for the failed test parameter until at least 3 consecutive passing tests are achieved. This testing is in addition to the normal QC and QA testing.

- A. Duties of the Proportioning Technician:
 - 1.) Check and maintain shipment tickets of <u>each material</u> used in the manufacture of the concrete. These tickets are to be given to the Resident Engineer for each day's production of concrete. The aggregates shall indicate the quality on the ticket and a statement that the coarse aggregate is a non "D" cracking (freeze-thaw rated by IDOT) aggregate. In lieu of having these statements on each ticket, the contractor may use the Division's Aggregate Certification of Compliance form, or supply the Resident Engineer with a certification letter indicating the stone quality and statement of non "D" cracking compliance.
 - 2.) Inspect and maintain proper storage of all aggregates and materials daily.
 - 3.) Perform at least one (1) sieve analysis for each aggregate daily.
 - 4.) Inspect all weighing or measuring devices daily.

- 5.) Twice daily check the actual weighing or measuring of aggregates, cement, water, and admixtures for conformance to adjusted batch proportions. Record data on Form AER M-4, Concrete Plant Production, Mix Verification, and calculate the water/cement (or water/cementitious material) ratio.
- 6.) See that the volume of the batch does not exceed the allowable capacity of the mixer and that the proper mixing time is used.
- 7.) Make at least two (2) moisture tests of each aggregate daily and correct batch weights as required.
- 8.) Adjust the dosage rates of the admixtures as required to meet concrete temperature changes and paving conditions.
- 9.) Complete AER M-7, Concrete Air, Slump and Quantity, and Form AER M-4, Concrete Plant Production, Mix Verification for each day's production and deliver same to the Resident Engineer at the <u>end of the day</u> for which the data pertains. Provide to the Resident Engineer load tickets for all aggregates, cement, and admixtures used in the mix.

The Resident Engineer will also be required to visit the plant twice daily on a random basis to record actual batch weights and complete Form AER M-4, Concrete Plant Production, Mix Verification. Forms AER M-4, M-7, and M-12 shall be submitted to the R.E. on a <u>daily</u> basis and then faxed by the R.E. to the Division of Aeronautics daily. (FAX is (217) 785-4533.)

V. ACCEPTANCE TESTING

As required by Item 501-5.3 of the Standard Specifications, acceptance and payment of the final pavement is based on the strength of either cylinders or beams taken at random during the time of construction. The pavement shall be divided into Lots of 1200 cubic yards with sublots of 300 cubic yards each. One random sample (two cylinders or one beam) shall be obtained from each sublot for testing at 28 days to calculate final payment. At the time a sublot sample is taken, one (1) slump and one (1) air test shall be taken.

In addition to the above described sample frequency, three (3); seven (7) and fourteen (14) day tests shall be taken. The Engineer may require additional tests to maintain Quality Control.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 87-3, dated January 1, 2004.

APPENDIX 3

Policy Memorandum 90-1 Resampling and Retesting of PCC Pavement 2 Pages

State of Illinois Department of Transportation Division of Aeronautics

POLICY MEMORANDUM

Springfield

Number: 90-1

TO: CONSULTING ENGINEERS

SUBJECT: Resampling and Retesting of PCC Pavement

I. PURPOSE

January 1, 2004

1. This Policy Memorandum outlines the procedure for resampling and retesting of individual Lots of PCC Pavement for the determination of final Price Adjustment as permitted by the Special Provisions for Item 501 Portland Cement Concrete Pavement (Plain and Reinforced).

II. RESAMPLING AND RETESTING.

1. If the contractor should request the resampling and retesting of a LOT, he must notify the Engineer in writing within 24 hours of receiving the written test results and payment results for the LOT in question. The entire LOT must be resampled (no selective resampling of individual sublots will be allowed) and the contractor is not allowed to take additional cores. Once approval to resample has been granted, the Engineer will select random locations from each SUBLOT of the LOT in question and direct the contractor to drill two (2) 4 inch or 6 inch diameter cores from each location. The cores shall be obtained, cured and tested in accordance with ASTM C 42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete. The Engineer will take possession of the cores once they have been cut by the contractor.

III. CALCULATION FOR PRICE ADJUSTMENT

- 1. When <u>Compressive Test Specification (501-3.6(A) Proportions) is specified</u>. The two (2) specimens from each SUBLOT shall be averaged to constitute one SUBLOT sample. The Percent Within Limits (PWL) for the LOT shall then be calculated in accordance with Item 501-5.3, Price Adjustment, of the Special Provisions using the sampled core compressive strengths and the Compressive Test formula. The final Price Adjustment shall be based on the PWL calculated using the sampled core compressive strengths. The test results of the resampled pavement are final. All costs associated with resampling, including, but not limited to testing, curing, and coring the concrete samples shall be borne by the contractor, regardless as to whether the test results increase or decrease calculated payment quantity of concrete pavement.
- 2. When <u>Flexural Test Specification (501-3.6(B) Proportions) is specified</u>. The two (2) specimens from each SUBLOT shall be averaged to constitute one SUBLOT sample. The SUBLOT samples shall then be averaged to obtain a LOT average. In order for the contractor to increase concrete payment quantity back to 100%, the LOT average shall

be at least 6500 psi, and no individual SUBLOT sample shall be less than 6000 psi. Both the LOT average and SUBLOT sample strength requirements must be met in order for the concrete payment quantity to change back to 100%. If both requirements are not met, then the original concrete payment quantity calculated based on the Percent Within Limits (PWL) as outlined in 501-5.3, Price Adjustment, of the Special Provisions shall still apply. The test results of the resampled pavement are final. All costs associated with resampling, including, but not limited to testing, curing, and coring the concrete samples shall be borne by the contractor, regardless as to whether the test results increase or decrease calculated payment quantity of concrete pavement.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 90-1, dated January 1, 2001

APPENDIX 4

Policy Memorandum 96-1 Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval & Production Testing 2 Pages

State of Illinois Department of Transportation Division of Aeronautics

POLICY MEMORANDUM

| January 1, 2004 | Springfield | Number 96-1 |
|-----------------|-------------|-------------|
| | | |

TO: CONSULTING ENGINEERS

SUBJECT: ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE: JOB MIX FORMULA APPROVAL & PRODUCTION TESTING.

1. This policy memorandum addresses the Job Mix Formula (JMF) approval process and production testing requirements when Item 610 is specified for an airport construction contract.

II. PROCESS

- a. The contractor may submit a mix design with recent substantiating test data or he may submit a mix design generated by the Illinois Division of Highways with recent substantiating test data for approval consideration. The mix design should be submitted to the Resident Engineer.
- b. The Resident Engineer should verify that each component of the proposed mix meets the requirements set forth under Item 610 of the *Standard Specifications for Construction of Airports* and/or the contract special provisions.
- c. The mix design should also indicate the following information:
 - 1. The name, address, and producer/supplier number for the concrete.
 - 2. The source, producer/supplier number, gradation, quality, and SSD weight for the proposed coarse and fine aggregates.
 - 3. The source, producer/supplier number, type, and weight of the proposed flyash and/or cement.
 - 4. The source, producer/supplier number, dosage rate or dosage of all admixtures.
- d. After completion of Items b and c above, the mix with substantiating test data shall be forwarded to the Division of Aeronautics for approval. Once the mix has been approved the production testing shall be at the rate in Section III as specified herein.

Policy Memorandum 96-1 Page 2

III. PRODUCTION TESTING

- a. One set of cylinders or beams, depending on the strength specified, shall be cast for acceptance testing for each day the mix is used. In addition, at least one slump and one air test shall be conducted for each day the mix is used. If more than 100 c.y. of the mix is placed in a given day, additional tests at a frequently of 1 per 100 c.y. shall be taken for strength, slump, and air. In **no** case will concrete with a slump greater than 4 inches be allowed for use on the project.
- b. If the total proposed amount of Item 610 Structural Portland Cement Concrete as calculated by the Resident Engineer is less than 50 c.y. for the entire project, the following shall apply:
 - The Resident Engineer shall provide a copy of the calculations of the quantity of Item 610 to the Division of Aeronautics.
 - One set of cylinders or beams, depending the strength specified, shall be cast for acceptance testing.
 - One air content and one slump test shall be taken for acceptance testing.
 - In no case will concrete with a slump greater than 4 inches be allowed for use on the project.
- c. The Resident Engineer shall collect actual batch weight tickets for every batch of Item 610 concrete used for the project. The actual batch weight tickets shall be kept with the project records and shall be available upon request of the Department of Transportation.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 96-1 dated January 1, 2003

APPENDIX 5

Policy Memorandum 2001-1 Requirements for Cold Weather Concreting 4 Pages

State of Illinois Department of Transportation Division of Aeronautics

POLICY MEMORANDUM

| January 1, 2004 | Springfield, Illinois | Number: 2001-1 |
|-----------------|-----------------------|----------------|
| | | |

TO: CONTRACTORS

SUBJECT: REQUIREMENTS FOR COLD WEATHER CONCRETING

- I. PURPOSE
 - A. This policy memorandum outlines the minimum requirements for cold weather concreting. Cold weather is defined as whenever the average ambient air temperature during day or night drops below 40°F.

II. COLD WEATHER CONCRETING PLAN

- A. The contractor shall submit a cold weather concreting plan to the Engineer for approval. Cold weather concreting operations are not allowed to proceed until the contractor's cold weather concreting plan has been approved by the Engineer.
- B. The contractor's plan shall be in compliance with this memorandum and shall address, as a minimum, the following:
 - 1. Concrete Mix Manufacturing
 - 2. Concrete Mix Temperature Monitoring
 - 3. Base Preparation
 - 4. Concrete Curing and Protection
 - 5. In Place Concrete Temperature Monitoring
 - 6. Strength Test Specimens

III. MINIMUM REQUIREMENTS

- A. Concrete Mix Manufacturing
 - 1. The contractor must make the necessary adjustments so that the concrete temperature is maintained from 50°F to 90°F for placement. Acceptable methods include:
 - a) <u>Heating the mixing water</u> Note: If the mixing water is to be heated to a temperature above 100°F, the contractor must include a mixing sequence plan to indicate the order that each component of the mix is to be charged into the mixer.

b) <u>Heating the aggregates</u> Note: The exact method of heating the aggregates shall be included as part of the cold weather concreting plan. Aggregates must be free of ice and frozen lumps. To avoid the possibility of a quick or flash set of the concrete, when either the water or aggregates are heated to above 100°F, they should be combined in the mixer first before the cement is added.

B. Concrete Mix Temperature

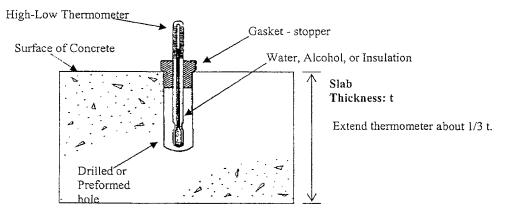
1. The contractor shall monitor the mix temperature at the plant and prior to placement in the forms. Mix that does not meet the temperature requirement of 50°F to 90°F shall be rejected for use on the project.

C. Base Preparation

- 1. Paving or placing concrete on a frozen base, subbase, or subgrade is prohibited.
- 2. The base, subbase, or subgrade on which the concrete is to be placed shall be thawed and heated to at least 40°F. The method by which the base subbase or subgrade is to be heated shall be indicated in the contractors cold weather concreting plan. Insulating blankets or heated enclosures may be required.
- D. Concrete Protection and Curing
 - In addition to the curing options available in article 501-3.17

 (a) (b), (c), and (d) of the Standard Specifications for Construction of Airports, the contractor shall protect the concrete in such a manner as to maintain a concrete temperature of at least 50°F for 10 days.
 - 2. The method of concrete protection shall be by use of insulating layer or heated enclosure around the concrete. The method of protection shall be indicated in the contractor's cold weather concreting plan. When insulating layers are to be used, the thermal resistance to heat transfer (R Value in °F*hr*ft²/BTU) of the insulation material selected, shall be appropriate for the slab thickness being constructed and shall be indicated in the cold weather concreting plan.
 - 3. <u>Appendix A</u> shows a chart and table taken from the American Concrete Institute specification, ACI 306 R Cold Weather Concreting, which may be used by the contractor in selecting the proper insulation (R Value) and insulating material which may be used.
- E. In-Place Concrete Temperature Monitoring

- Once the concrete is in place, the protection method used, must ensure that the concrete temperature does not fall below 50°F for the time period specified in Section (D. 1.) of this Policy Memorandum (10 days).
- 2. The concrete temperature on the surface and below the surface must be monitored and recorded by the contractor for the duration of the protection period in Section (D. 1.).
- 3. After the concrete has hardened, surface temperature can be checked with special surface thermometers or with an ordinary thermometer that is kept covered with insulating blankets. The high and low values for each 24-hour period of protection must be measured and recorded.
- 4. One acceptable method of checking temperature below the concrete surface is given in the Portland Cement Association (PCA) book entitled "Design and Control of Concrete Mixtures" latest edition. The method is indicated below and it should be noted that the thermometer should be capable of recording high and low values for a given 24-hour period.



Scheme for measuring concrete temperature below the surface.

- 5. The exact method for <u>surface</u> and <u>sub-surface</u> concrete temperature monitoring shall be indicated in the contractor's cold weather concreting plan. The maximum permissible difference between the interior and surface temperature is 35 °F. Adjustments in protection method shall be implemented if the maximum permissible difference is exceeded.
- F. Strength specimen handling
 - 1. The Contractor is responsible for making, transporting, and curing all samples (beams or cylinders)
 - 2. The Contractor is required to load the testing machine and dispose of the broken pieces.
 - 3. Onsite, indoor curing facilities, meeting the requirements of ASTM C-31, shall be required for cold weather concreting operations.

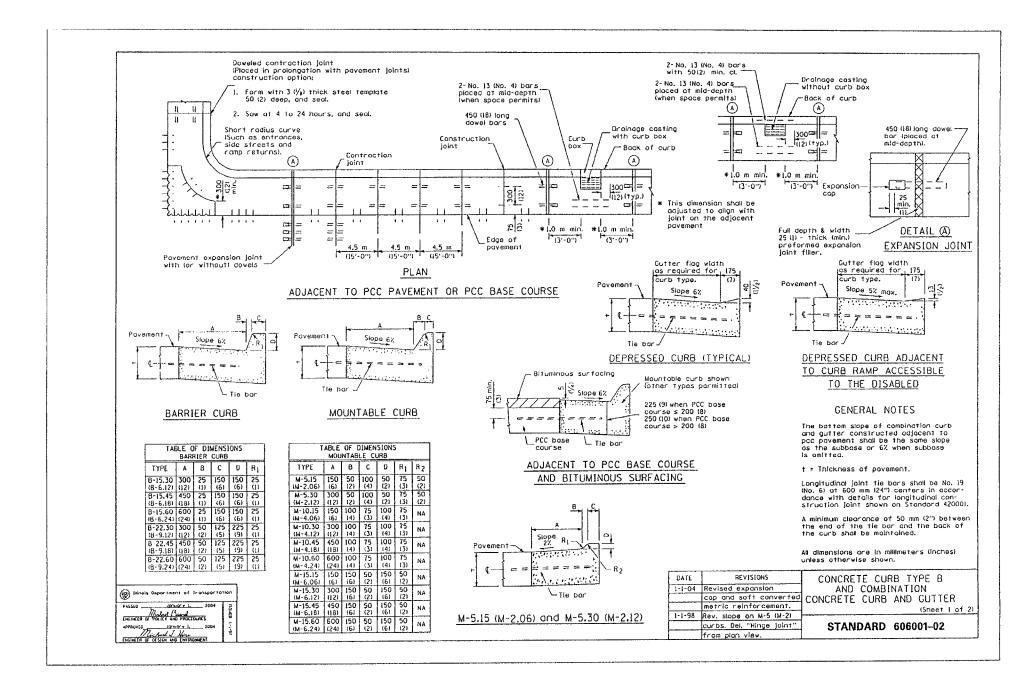
- 4. Sampling for strength specimens shall be according to the Contract Special Provisions. Sampled concrete shall be transported to the indoor curing facilities for the casting of strength specimens.
- 5. The exact location and description of the curing facilities shall be indicated in the contractor's cold weather concreting plan.
- 6. The method of transporting concrete sampled from the grade to the curing facilities for casting shall be indicated in the contractor's cold weather concreting plan.

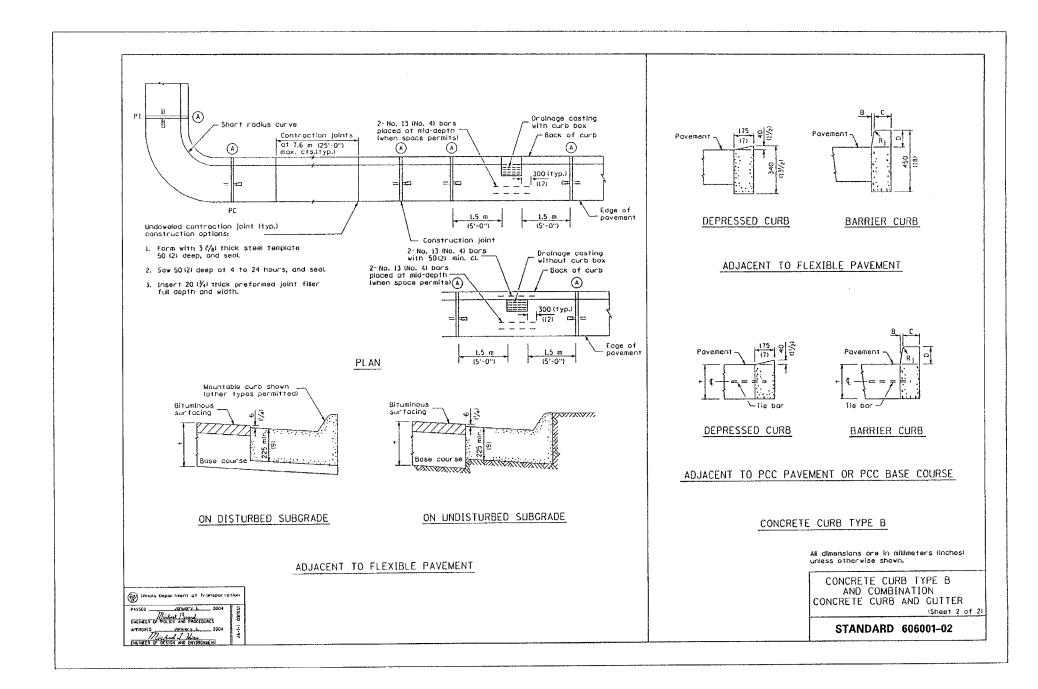
Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 2001-1 dated January 1, 2001

APPENDIX 6 IDOT Concrete Curb

Standard 606001-02 2 Pages





APPENDIX 7

Illinois Accessibility Code Details for Sidewalk Ramps 3 Pages Section 400.Illustration B, Figures 41-42

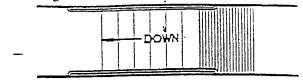


Fig 41 Detectable Warning at Stairs

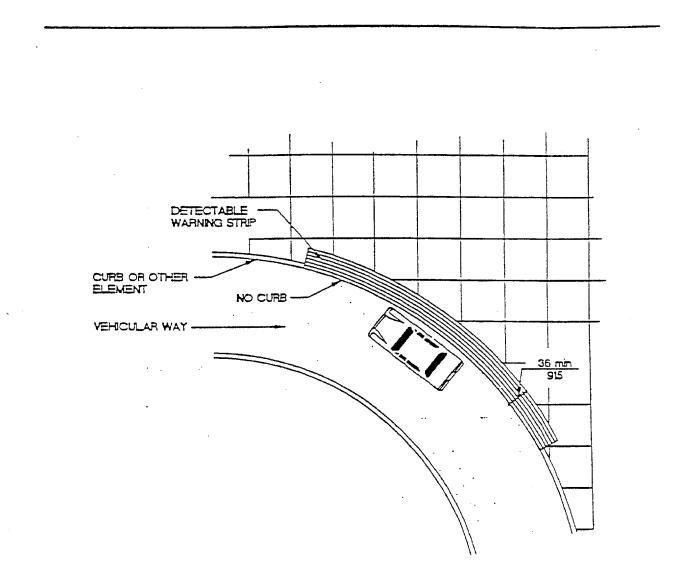
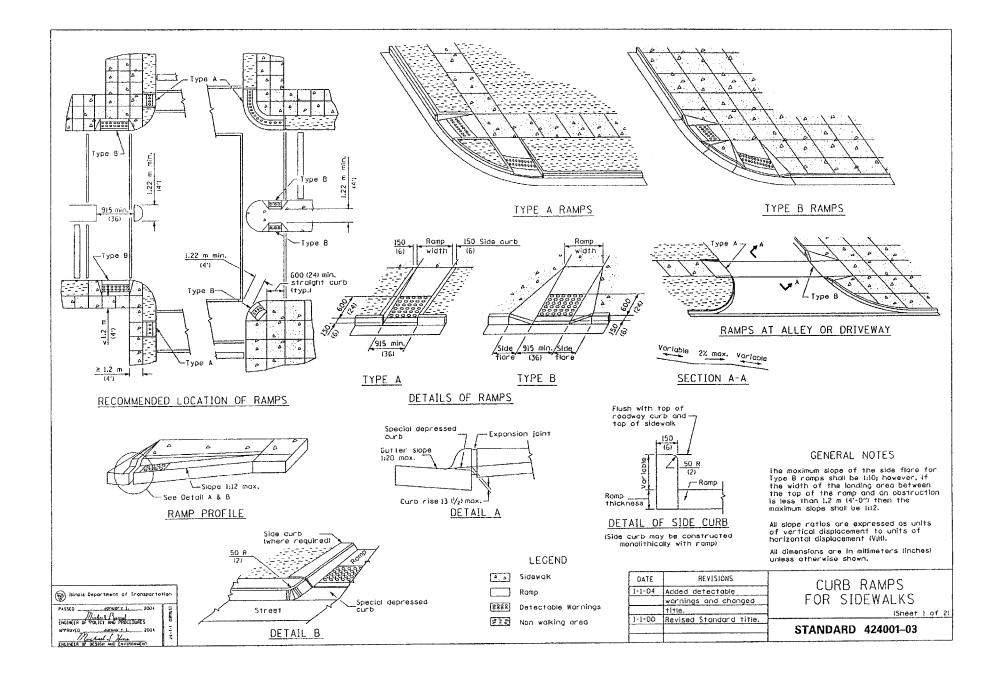
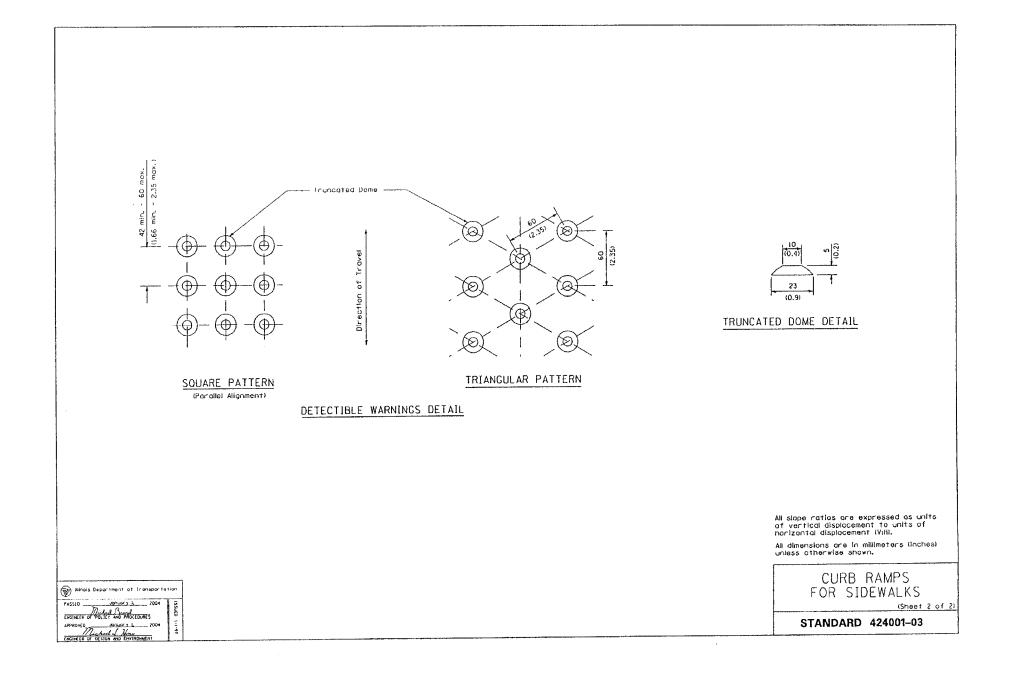


Fig 42 Detectable Warning at Hazardous Vehicular Areas 148





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ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR CHAMPAIGN COUNTY EFFECTIVE Dec. 1, 2005

These Prevailing rates of wages are included in this Contract proposal which is subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of this Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of the Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post this scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in this specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

Champaign County Prevailing Wage for December 2005

| Trade Name | RG TYP (| C Base | FRMAN *M-F>8 | OSA OSH | H/W | Pensn | Vac | Trng |
|---------------------------------------|------------|----------|--------------|---------|----------------|-------|-------|-------|
| | : | | | | ===== | | | ===== |
| ASBESTOS ABT-GEN | BLD | 23.750 | 24.750 1.5 | 1.5 2.0 | 4.850 | 5.690 | 0.000 | 0.700 |
| ASBESTOS ABT-MEC | BLD | 20.190 | 0.000 1.5 | 1.5 2.0 | 4.750 | 3.000 | 0.000 | 0.000 |
| BOILERMAKER | BLD | | 31.970 2.0 | 2.0 2.0 | 7.020 | 6.600 | 0.000 | 0.210 |
| BRICK MASON | BLD | 24.470 | 25.970 1.5 | 1.5 2.0 | 5.000 | 6.300 | 0.000 | 0.625 |
| CARPENTER | BLD | 27.560 | 29.310 1.5 | 1.5 2.0 | 5.000 | 4.600 | 0.000 | 0.300 |
| CARPENTER | HWY | 27.740 | 29.490 1.5 | 1.5 2.0 | 5.000 | 4.600 | 0.000 | 0.300 |
| CEMENT MASON | BLD | | 26.180 1.5 | 1.5 2.0 | 5.000 | 6.750 | 0.000 | 0.200 |
| CEMENT MASON | HWY | | 24.140 1.5 | 1.5 2.0 | | | | |
| CERAMIC TILE FNSHER | BLD | 24.850 | | 1.5 2.0 | | | | |
| ELECTRIC PWR EQMT OP | ALL | | 34.100 1.5 | | 4.500 | | | |
| ELECTRIC PWR GRNDMAN | ALL | | 34.100 1.5 | | 4.500 | | | |
| ELECTRIC PWR LINEMAN | ALL | | 34.100 1.5 | 1.5 2.0 | | | | |
| ELECTRIC PWR TRK DRV | ALL | | 34.100 1.5 | 1.5 2.0 | | | | |
| ELECTRICIAN | BLD | | 32.610 1.5 | 1.5 2.0 | | | | |
| ELECTRONIC SYS TECH | BLD | | 26.370 1.5 | 1.5 2.0 | | | | |
| ELEVATOR CONSTRUCTOR FENCE ERECTOR | BLD | | 35.030 2.0 | 2.0 2.0 | | | | |
| GLAZIER | ALL | | 27.170 1.5 | 1.5 2.0 | | | | |
| HT/FROST INSULATOR | BLD | | 25.830 1.5 | | 5.080 | | | |
| IRON WORKER | BLD ALL | 27.830 | 0.000 1.5 | | 5.040 | | | |
| LABORER | BLD | | 23.250 1.5 | | 6.240 4.850 | | | |
| LABORER | HWY | | 23.810 1.5 | 1.5 2.0 | | | | |
| LATHER | BLD | | 29.310 1.5 | 1.5 2.0 | | | | |
| MACHINIST | BLD | | 37.630 2.0 | 2.0 2.0 | | | | |
| MARBLE FINISHERS | BLD | 24.850 | 0.000 1.5 | | 5.000 | | | |
| MARBLE MASON | BLD | 26.350 | 0.000 1.5 | 1.5 2.0 | | | | |
| MILLWRIGHT | BLD | | 27.020 1.5 | 1.5 2.0 | | | | |
| MILLWRIGHT | HWY | | 20.660 1.5 | 1.5 2.0 | | | | |
| OPERATING ENGINEER | ALL | 26.700 | 0.000 1.5 | | 4.600 | | | |
| OPERATING ENGINEER | ALL 2 | 2 17.400 | 0.000 1.5 | 1.5 2.0 | | | | |
| PAINTER | ALL | 27.800 | 29.150 1.5 | 1.5 2.0 | | | | |
| PAINTER SIGNS | ALL | 27.800 | 29.150 1.5 | 1.5 2.0 | 5.000 | 2.800 | 0.000 | 0.320 |
| PILEDRIVER | BLD | 28.060 | 29.810 1.5 | 1.5 2.0 | 5.000 | 4.600 | 0.000 | 0.300 |
| PILEDRIVER | HWY | 28.240 | 29.990 1.5 | 1.5 2.0 | 5.000 | 4.600 | 0.000 | 0.300 |
| PIPEFITTER | BLD | 31.920 | 34.420 1.5 | 1.5 2.0 | 6.100 | 5.250 | 0.000 | 0.600 |
| PLASTERER | BLD | 23.940 | 25.440 1.5 | 1.5 2.0 | 5.000 | 7.000 | 0.000 | 0.200 |
| PLUMBER | BLD | 31.920 | 34.420 1.5 | 1.5 2.0 | 6.100 | 5.250 | 0.000 | 0.600 |
| ROOFER | BLD | 25.260 | 26.260 1.5 | 1.5 2.0 | | | | |
| SHEETMETAL WORKER | BLD | 27.600 | 29.600 1.5 | 1.5 2.0 | 6.900 | 6.640 | 0.000 | 0.520 |
| SPRINKLER FITTER | BLD | | 33.240 1.5 | 1.5 2.0 | 6.100 | 5.000 | 0.000 | 0.250 |
| STONE MASON | BLD | | 25.970 1.5 | 1.5 2.0 | | | | |
| TERRAZZO FINISHER | BLD | 24.850 | | 1.5 2.0 | | | | |
| TERRAZZO MASON | BLD | 26.350 | | 1.5 2.0 | | | | |
| TILE MASON | BLD | 26.350 | | 1.5 2.0 | | | | |
| TRUCK DRIVER | | . 24.755 | | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 25.155 | | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 25.355 | | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 25.605 | | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 26.355 | | 1.5 2.0 | | | | |
| TRUCK DRIVER TRUCK DRIVER | | 19.804 | | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 20.124 | 0.000 1.5 | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 20.284 | 0.000 1.5 | 1.5 2.0 | | | | |
| TRUCK DRIVER | | 20.484 | 0.000 1.5 | 1.5 2.0 | | | | |
| INCON DRIVER | Uac 5 | 21.084 | 0.000 1.5 | 1.5 2.0 | 1.000 | 3.100 | 0.000 | 0.000 |

TUCKPOINTER

BLD 24.470 25.970 1.5 1.5 2.0 5.000 6.300 0.000 0.625

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday. OSA (Overtime is required for every hour worked on Saturday) OSH (Overtime is required for every hour worked on Sunday and Holidays) H/W (Health & Welfare Insurance) Pensn (Pension) Vac (Vacation) Trng (Training)

Explanations

CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. 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 such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted,

Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

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 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

http://www.state.il.us/agency/idol/rates/EVENMO/CHAMPAIG.htm

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.