LETTING DATE	March 10, 2006	Proposal Su	bmitted By	
LETTING DATE	<u></u>	Name		
TEM NUMBER	_5A			
		Address		
		City/State		
		Zip Code	Telephone Number	
		FEIN Number	FAX Number	

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL (See instructions inside front cover)

### NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

### PROPOSAL COVER SHEET



AIRPORT DuPage	
MUNICIPAL DESIGNATION	West Chicago
COUNTY DESIGNATION	DuPage
ILLINOIS PROJECT NO.	DPA-3391
FEDERAL PROJECT NO.	3-17-0017-B18

PLEASE MARK THE APPROPRIATE BOX BELOW:	
A Bid Bond is included.	
A Cashier's Check or a Certified Check is included	ed.

#### **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 Preparation and submittal of bids Mailing of plans and proposals	217/782-3413 217/782-7806 217/782-7806



**PROPOSAL** 

1. Proposal of	<u> </u>
Taxpayer Identification Number (Mandatory)	<del>-</del>
for the improvement officially known as:	

- (a) DuPage 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:

#### Construct South Flight Center Apron - Phase 4.

#### 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 BASE BID 139 ADD. ALT. 14 calendar days, unless additional time is 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.

### Schedule of Deductions for Each Day of Overrun in Contract Time

Original Cont	ract Amount	Daily Charge
From More Than	To and <u>Including</u>	Calendar <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

A daily charge shall be made for every day shown on the calendar beyond the specified contract time in calendar days.

#### **RETURN WITH BID**

- 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:

	Amount	of Bid	Proposal <u>Guaranty</u>	An	ount o	of Bid	Proposal <u>Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	\$75,000	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.

### 

#### 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 B	id
No.	Sections Included in Combination	Dollars	Cents

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 SCHEDULE OF PRICES RUN DATE - 01/30/06 RUN TIME - 201508

COUNTY NAME CODE DIST	AIRPORT NAME	TED DROJECT	T
DUPAGE 043 01		FED_PROJECT	_ILL PROJECT
DUPAGE   U43   U1	DUPAGE	3-17-0017-B18	DP-Δ -3391
	•		1 <u>-D1 A 3331</u>

\*\*\*\*\* BASE \*\*\*\*

I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF	OHANTITY	UNIT PRICE	TOTAL PRICE	
		MEASURE	QUANTITY	DOLLARS CENTS	DOLLARS	CTS
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	2,900.000	(	<u>-</u>	
AR109210	VAULT MODIFICATIONS	L.S.	1.000	(	 	
AR109362	30 KW REGULATOR, STYLE 2	EACH	1.000 X	(	 =	
AR110504	4-WAY CONCRETE ENCASED DUCT	L.F.	343.000 X	(	=	
AR125100	ELEVATED RETROREFLECTIVE MARKER	EACH	12.000 X	(	 =	
AR125415	MITL-BASE MOUNTED	EACH	36.000 X	(	 =	
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	EACH	2.000 X		=	
AR125445	TAXI GUIDANCE SIGN, 5 CHARACTER	EACH	1.000 X	:	=	
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	5.000 X	:	~   =	
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		 =	
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	81,972.000 X		 	
AR155712	LIME-MODIFIED SUBGRADE-12"	S.Y.	29,950.000 X		 	
AR156510	SILT FENCE	L.F.	5,325.000 X	=======================================		
AR 156512	BALES	EACH	258.000 X		:	
AR162508	CLASS E FENCE 8'	L.F.	710.000 X			
·						

#### ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - DU071

RUN DATE - 01/30/06 RUN TIME - 201508

ITEM	DAY ITEM DECORABLES	UNIT OF		UNIT PRICE		TOTAL PRIC	Ē Ī
<u>NUMBER</u>	PAY ITEM DESCRIPTION	MEASURE _	QUANTITY	DOLLARS CE	ENTS .	DOLLARS	CTS
AR 162900	REMOVE CLASS E FENCE	. L.F.	745.000 X		  -		
AR 162960	RELOCATE CLASS E FENCE	L.F.	200.000 X		 =		
AR 163000	TEMPORARY CONSTRUCTION FENCE	LF	1,650.000 X		- =		
AR201610	BITUMINOUS BASE COURSE	TON	6,750.000 X		-   - -		
AR201630	BITUMINOUS BASE TEST SECTION	EACH	1.000 X		-  =		
AR208515	POROUS GRANULAR EMBANKMENT	C.Y.	1,230.000 X		-  =		
AR209604	CRUSHED AGG. BASE COURSE - 4"	S.Y.	28,250.000 X		-   =		
AR209612	CRUSHED AGG. BASE COURSE - 12"	S.Y.	540.000 X		-		
AR401610	BITUMINOUS SURFACE COURSE	TON	50.000 X		- =		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	930.000 X		- =		
AR501512	12" PCC PAVEMENT	S.Y.	27,075.000 X		-  ·· =	~	
AR501530	PCC TEST BATCH	EACH	1.000 X		- -		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	1,090.000 X		- -		
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	1,070.000 X		- =		
AR701512	12" RCP, CLASS IV	L.F.	176.000 X		-		

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES RUN DATE - 01/30/06 RUN TIME - 201508

ITEM	DAY THE DESCRIPTION	UNIT OF		UNIT_PRICE	TOTAL PRICE	T
<u>NUMBER</u>	PAY ITEM DESCRIPTION	<u>MEASURE</u>  _	QUANTITY	DOLLARS CENTS		CTS
AR701524	24" RCP, CLASS IV	L.F.	620.000	ζ	=	
AR701530	30" RCP, CLASS IV	L.F.	120.000 X	(	=	   
AR701542	42" RCP, CLASS IV	L.F.	376.000 X		=	
AR701554	54" RCP, CLASS IV	L.F.	480.000 X		=	
AR701560	60" RCP, CLASS IV	L.F.	445.000 X		- =	
AR701900	REMOVE PIPE	L.F.	45.000 X		- =	
AR705526	6" PERFORATED UNDERDRAIN W/SOCK	L.F.	2,950.000 X		- <del>-</del>	
AR751411	INLET-TYPE A	EACH	2.000 X		- =	
AR751550	MANHOLE 5'	EACH	6.000 X		- <del>-</del>	
AR751560	MANHOLE 6'	EACH	3.000 X		- =	
AR751567	MANHOLE 7'	EACH	3.000 X		- =	
AR751570	MANHOLE-SPECIAL	EACH	2.000 X		- = -	
AR751983	RECONSTRUCT MANHOLE	EACH	1.000 X		-  -  -	·
AR752412	PRECAST REINFORCED CONC. FES 12"	EACH	1.000 X		-   -	
AR752512	GRATING FOR CONC. FES 12"	EACH	1.000 X			
		<del></del>	<del></del> 1.	<del></del>	l l	I

#### ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - DU071

RUN DATE - 01/30/06 RUN TIME - 201508

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PR	ICE	TOTAL PRIC	CE  CTS
AR800053	SOIL GUARD	S.Y.	6,000.000	·		DOLLARS	1013
AR800150	GAS PIPELINE PROTECTION	S.Y.	 × 160.000	 (	 		·
AR901510	SEEDING	ACRE	19.400	(	 =		
AR908510	MULCHING	ACRE	18.000 X	, , ,			
l		······································		SUBTOTAL	.  . BASE ¢		. [ 

<sup>\*\*\*</sup>THE DEPARTMENT RESERVES THE RIGHT TO AWARD THIS CONTRACT ON THE \*\*\*BASIS OF ANY OF THE ALTERNATES OR COMBINATION THEREOF.

#### ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - DU071

RUN DATE - 01/30/06 RUN TIME - 201508

\*\*\*\*\* ALT 1 \*\*\*\*\*

ITEM NUMBER	DAY ITEM DECEDIATION	UNIT OF	011111111111111111111111111111111111111	UNIT PRI		TOTAL PRIC	
NOMBER	PAY ITEM DESCRIPTION	_  <u>MEASURE</u>  _	QUANTITY	<u>DOLLARS</u>	CENTS	<u>DOLLARS</u>	CTS
AS125100	ELEVATED RETROREFLECTIVE MARKER	EACH	4.000 X	(	<u> </u>	:	
AS155712	LIME MODIFIED SUBGRADE - 12"	S.Y.	6,830.000 X	(	 	:	
AS201610	BITUMINOUS BASE COURSE	TON	1,560.000 X	(		<u>-</u>	
AS209604	CRUSHED AGG. BASE COURSE - 4"	S.Y.	6,570.000 X	· · · · · · · · · · · · · · · · · · ·			
AS501512	12" PCC PAVEMENT	S.Y.	6,340.000 X	(	 		
AS705526	6" PERFORATED UNDERDRAIN W/SOCK	L.F.	315.000 X		=======================================		

SUBTOTAL ALT 1 CONTRACT - DU071

SUMMAR	Y OF	TOTA	L ALTERNATE	S
			<u>DOLLARS</u>	CTS
TOTAL	BASE	\$ .		
TOTAL	A 1 ** 4	ايا		
TOTAL	ALI 1	\$,	1	
		ì		

NOTE:

\*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*

#### ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - DU071

RUN DATE - 01/30/06 **RUN TIME - 201508** 

#### 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 \$87,526.20.

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. Revolving Door Prohibition

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.** Reporting Anticompetitive Practices

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 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.

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.

#### 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. <u>Disclosure Form Instructions</u>

#### 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 submincorporated by reference in this bid. Any necessary additional forms or a bid.	
(Bidding Comp	any)
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)
Signature of Authorized Repres	entative Date

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

D.

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 NOT APPLICABLE STATEMENT 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
3.	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.)
bidding e authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the 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 do to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, but does to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	wer 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 at is authorized to execute contracts for your company.
bidding e	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the mitty. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT APPLICABLE ENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered insive and the bid will not be accepted.
procuren	ler shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing nent relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box attom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency p attached and are n	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 ending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts of to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ast be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Aff Illinois a	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 idavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of gency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	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. dicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms and the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains the original disclosure forms are the bid items which incorporate the forms by the contains th
	he bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B sclosures. 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 avai	ilable)	
enter into a contract with Disclosure Form. This in	<u></u>	lose the financia he publicly avail	al information a able contract file nit a 10K disclo	nd potential e. This Forn osure in sati	conflict of interest interest into A must be completed isfaction of the requir	formation as specif for bids in excess o	ied in thi of \$10,000
of ownership or distr the Governor's salar <b>for each individual</b>	nancial Information. The ributive income share in exy as of 10/1/2000). (Make meeting these requiremental (type or print information)	e individual nacess of 5%, or copies of the ents)	amed below lor an interest	has an inte which has	erest in the BIDDER s a value of more the	han \$87,526.20	(60% o
NAME:							
ADDRESS							
Type of own	nership/distributable inco	ome share:					
stock	sole proprietorship	)	partnershi	р	other: (expla	in on separate s	heet):
% or \$ value	of ownership/distributable	e income shar	re:				
conflict of interest re	tential Conflicts of Intercelationships apply. If the a	nswer to any	question is "	Yes", plea	ase attach addition	al pages and des	scribe.
(b) State en	nployment of spouse, fathers 2 years.	er, mother, so	n, or daughte	r, includir			
					Yes	No	_
any unit of	e status; the holding of elect local government authorize currently or in the previous	ed by the Cor					
	1	ž			Yes	No	_
(d) Relation son, or days	nship to anyone holding eloghter	ective office	currently or in	n the prev	ious 2 years; spous	se, father, mothe	er,
2011, 01 3444	<b>5 .</b>				Yes	No	_

#### RETURN WITH BID/OFFER

States of Amer statutes of the S	office; the holding of any appointive government office ica, or any unit of local government authorized by the C State of Illinois, which office entitles the holder to comp	Constitution of the State	of Illinois or the
the discharge o	f that office currently or in the previous 3 years.	Yes	No
(f) Relationship mother, son, or	o to anyone holding appointive office currently or in the daughter.	previous 2 years; spous	se, father,
, ,		Yes	No
(g) Employmen	nt, currently or in the previous 3 years, as or by any regin		ate government. No
(h) Relationshi son, or daughte	p to anyone who is or was a registered lobbyist in the prer.	• •	
		Yes	·
committee regi	ed employment, currently or in the previous 3 years, by a stered with the Secretary of State or any county clerk of stered with either the Secretary of State or the Federal E	the State of Illinois, or Board of Elections.	any political action
		Yes	No
2 years by any	to anyone; spouse, father, mother, son, or daughter; where registered election or re-election committee registered values of Elections.	with the Secretary of Sta h either the Secretary	mployee in the last the or any county clerk of State or the
	APPLICABLE STATEM		
This Disclosure Form	A is submitted on behalf of the INDIVIDUAL name	ed on previous page.	
Completed by:			
Completed by:	Name of Authorized Representative (type of	or print)	
-	Title of Authorized Representative (type o	r print)	
Completed by:	C'and an Challish along the ind Dance		- Data
	Signature of Individual or Authorized Repre	sentative	Date
	NOT APPLICABLE STATE		
I have determined the completion of this Fo	at no individuals associated with this organization means ${f A}$ .	eet the criteria that wo	ould require the
This Disclosure Form	A is submitted on behalf of the CONTRACTOR list	ted on the previous pa	ge.
<u>-</u>	Name of Authorized Representative (type of	or print)	
<u>-</u>	Title of Authorized Representative (type o	r print)	
<u>-</u>	Signature of Authorized Representative	ve	Date

17

#### **RETURN WITH BID/OFFER**

# 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 the ILCS 500). This information shall become p bids in excess of \$10,000, and for all open-end	art of the publicly available contract	
DISCLOSURE OF OTHER COM	NTRACTS AND PROCUREMENT	RELATED INFORMATION
1. Identifying Other Contracts & Procurer pending contracts (including leases), bids, pro Illinois agency: Yes No If "No" is checked, the bidder only needs to contract the pending contracts of the pending contracts agency in the pending leases.	posals, or other ongoing procurement	t relationship with any other State of
<b>2. If "Yes" is checked.</b> Identify each such relinformation such as bid or project number (att INSTRUCTIONS:		
THE FOLL	OWING STATEMENT MUST BE	SIGNED
Name of A	Authorized Representative (type or pr	int)
Title of A	authorized Representative (type or pri	int)
Sign	ature 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:

the workforce to be a	anocated	to tills	Contra	act:	TABL	ΕA									TABLE	ЕΒ		
		TOT	AL Wo	orkforc	e Project	tion for	Contra	ict						С			/IPLOYE	ES
	MINORITY EMPLOYEES TRAINEES							TO BE ASSIGNED TO CONTRACT										
JOB CATEGORIES	TO:	ΓAL OYEES	BLA	BLACK HISPANIC		*OTHER		APPREN- ON THI		ON THE JOB TRAINEES		TOTAL EMPLOYEES			MINORIT			
	M	F	M	F	M	F	M	F	M	F	M	F		M	F		M	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		

TABLE C									
7	TOTAL Training Projection for Contract								
EMPLOYEES	TO	ΓAL					*OTHER		
IN	EMPLO	OYEES	BLA	ACK	HISP	ANIC	MINOR.		
TRAINING	M	M F		F	M	F	M	F	
APPRENTICES									
ON THE JOB									
TRAINEES									

Note: See instructions on page 2

\_ . \_ . \_ \_

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454

FOR DEPARTMENT USE ONLY

<sup>\*</sup>Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

#### PART II. WORKFORCE PROJECTION - continued

В.	Included in "Total Employees" under Table A is the total number of <b>new hires</b> that would be employed in the event the undersigned bidder is awarded this contract.
	The undersigned 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 base of operation is located.
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 1	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 <b>PART II</b> 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 <b>Department of Human Rights</b> .
В.	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.
Compa	nny Telephone Number
Addres	
	NOTICE REGARDING SIGNATURE
	dder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature needs to be completed only if revisions are required.
Signatu	re: Date:
Instruc	tions: All tables must include subcontractor personnel in addition to prime contractor personnel.
Table A	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 l	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. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

#### B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

- C. BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)
  - (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
    - 1. <u>Steel and manufactured products</u>. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(1) or (2) shall be treated as domestic.
    - 2. <u>Components</u>. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
    - 3. <u>Cost of Components</u>. This means the costs for production of the components, exclusive of final assembly labor costs.
  - (b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those-
    - (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities of a satisfactory quality;
    - (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
    - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

(End of Clause)

#### D. BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from (IDOT, Division of Aeronautics) lists of articles, materials, and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN

#### E. 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).

#### F. 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.

G. 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., March 10, 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:

Construct South Flight Center Apron - Phase 4.

- **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 DuPage Airport administration building. For engineering information, contact Mike Smejkal of Crawford, Murphy & Tilly, Inc. at (630) 820-1022.
- **6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 12.0%.
- 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>January 13, 2006</u> and the Construction Plans dated <u>January 13, 2006</u> as approved by the Department of Transportation, Division of Aeronautics.

- **8. INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for <u>three years</u> after the Sponsor makes final payment and all other pending matters are closed.
- **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. 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.

**12. 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 <u>BASE BID 139</u> ADD. ALT. 14 calendar days and is based on anticipated notice-to-proceed date of May 1, 2006.

- 13. 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.
- 14. 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			
	Ву			
(IF A CO-PARTNERSHIP)	Business Address			
	Name and Address of All Members of the Firm:			
	Corporate Name		Corporate Seal	
	Ву		President	
(IF A CORPORATION)	Attest		Corporate Secretary	
	Business Address			
	Name of Corporate Off	icers:		
	President	Corporate Secretary	Treasurer	
	NOTARY CERTIFI	<u>CATION</u>		
STATE OF ILLINOIS,	ALL CIONATURES MUST	DE NOTA DIZED		
COUNTY OF	ALL SIGNATURES MUST	<u>BE NOTARIZED</u>		
I,	, a Notary Public in and for said c	ounty, do hereby certify that		
	AND			
	(Insert names of individual(s) signi	ng on behalf of bidder)		
	me to be the same persons whose names v in person and acknowledged that they s			
act for the uses and purposes therei	n set forth.			
Given under my hand and notarial	seal this da	ay of	, A.D	
My commission expires			(Seal)	
		Notary 1	Public	

#### **Return with Bid**



#### Division of Aeronautics Proposal Bid Bond

(Effective January 1, 2002)

			Item No. <u>5A</u>
	III. Proj. Î	DuPage Airport No. <u>DPA-3391</u> j. No. <u>3-17-0017-B18</u>	Letting Date: <u>March 10, 2006</u> 
KNOW ALL MEN BY THES PRINCIPAL, and	E PRESENTS. that we, $\_$		, as
firmly bound unto the, hereir specified in Section 6, PROF	POSAL GUARANTEE of th	e Proposal Document, wh	, as SURETY are held and ercent of the total bid price or of the amount ichever is the lesser sum, well and truly to be paid executors, administrators, successors, and
	e of Illinois, Department of	Transportation, Division o	L has submitted a Bid Proposal to the SPONSOR f Aeronautics, for the improvement designated by
within the time and as specil approved by the AGENT, ar Bidding and Contract Docun sufficient surety for the faithly prosecution thereof; or if, in contract and to give the specil between the amount in the E perform the work covered by	fied in the Bidding and Cor and if after the award, the PF ments including evidence of ful performance of such con the event of the failure of the cified bond, the PRINCIPA Bid Proposal and such larger or said Proposal Document,	atract Documents, submit to RINCIPAL shall enter into a finsurance coverage's and atract and for prompt payme PRINCIPAL to make the Lipays to the SPONSOR to amount for which the Sfother, this obligation to be	Proposal of the PRINCIPAL; and if PRINCIPAL shall he DBE Utilization Plan that is acceptable and a contract in accordance with the terms of the d providing such bond as specified with good and ment of labor and material furnished in the e required DBE submission or to enter into such he difference not to exceed the penalty hereof PONSOR may contract with another party to void; otherwise to remain in full force and effect.
set forth in the preceding pa demand therefor. If the SUR	ragraph, then the SURETY ETY does not make full pa ETY is liable to the SPONS	' shall pay the penal sum t syment within such period of SOR and to the AGENT for	IPAL has failed to comply with any requirement as to the SPONSOR within fifteen (15) days of written of time, the AGENT may bring an action to collect rall its expenses, including attorney's fees, incurred
IN WITNESS WHEREOF, th	ne said PRINCIPAL and the	e said SURETY have caus	sed this instrument to be signed by
their respective officers this	day of		A.D., 20
PRINCIPAL		SURETY	
(Company Name)		(Compan	y Name)
By:	)	By:	(Signature of Attorney-in-Fact)
(Signature & Title	,		
	Notary Cen	tification for Principal an	a Surety
State of Illinois	) ) ss:		
County of	_)		
l,		, a Notary I	Public in and for said County, do hereby certify that
(Inpart names of i	ndividuals signing on behal	and	200
(Insert names of Ir	idividuais signing on benai	TOT PRINCIPAL & SURE I	Υ)
	appeared before me this da	ay in person and acknowle	subscribed to the foregoing instrument on behalf of dged respectively, that they signed and delivered forth.
Given under my hand and	I notary seal this	day of	A.D., 20
My commission expires _			(Notony Dublic)
	the identified electronic bid	bond has been executed	(Notary Public)  may file an Electronic Bid Bond. By signing below, and the PRINCIPAL and SURETY are firmly bound own above.
Electronic Bid Bond ID#	Compa	any/Bidder Name	Signature and Title Form D.E. (Rev. 12-2001)



## **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.



#### CONTRACT REQUIREMENTS

- (1) <u>Airport Improvement Program projects</u>. The work in this contract is included in the federal Airport Improvement Program and is being undertaken and accomplished by the Illinois Department of Transportation, Division of Aeronautics and the Municipality, hereinafter called the Co-Sponsors, in accordance with the terms and conditions of a Grant Agreement between the Co-Sponsors and the United States, under the Airport and Airway Improvement Act of 1982 (Public Law 97-248; Title V, Section 501 et seq., September 3, 1982; 96 Stat. 671; codified at 49 U.S.C Section 2201 et seq.) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the Project that are determined to be allowable Project costs under the Act. The United States is not a party to this contract and no reference in this contract to FAA or representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.
- (2) <u>Consent of Assignment</u>. The Contractor shall obtain the prior written consent of the Co-Sponsors to any proposed assignment of any interest in or part of this contract.
  - (3) Convict Labor. No convict labor may be employed under this contract.
- (4) <u>Veterans Preference</u>. In the employment of labor, except in executive, administrative, and supervisory positions, preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- (5) <u>Withholding: Sponsor from Contractor</u>. Whether or not payments or advances to the Co-Sponsors are withheld or suspended by the FAA, the Co-Sponsors may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by this contract.
- (6) Nonpayment of Wages. If the Contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the Co-Sponsors may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.
- (7) <u>FAA Inspection and Review</u>. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.
- (8) <u>Subcontracts</u>. The Contractor shall insert in each of his subcontracts the provisions contained in Paragraphs (1), (3), (6), and (7) above and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- (9) Contract Termination. A breach of Paragraph (6), (7), and (8) above may be grounds for termination of the contract.

#### PROVISIONS REQUIRED BY THE REGULATIONS OF THE SECRETARY OF LABOR 29 CFR 5.5

- (a) Contract Provisions and Related Matters.
  - (1) Minimum Wages.

Revised 1/92

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
- (ii)(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

- (ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
- (2) Withholding. The Federal Aviation Administration shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### (3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor 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 shall contain the name, address, and social security number of each such work, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office Management and Budget under OMB control numbers 1215-0140 and 1215-0017).
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149).

- (ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor, or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.
- (ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (ii)(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as a apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraph (a)(1) through (10) of this contract and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by an subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract determination: debarment. A breach of these contract clauses paragraphs (a)(1) through (10) and the 2nd clause (b)(1) through (5) below may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by referenced in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), (4) and (5) of this section in full in AIP construction contracts in excess of \$2,000. These clauses shall be inserted in addition to the clauses required by paragraph 5.5(a) or paragraph 4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violations: Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
  - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
  - (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
  - (5) Working Conditions. No Contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR 1926) issued by Department of Labor.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in paragraph 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

FEDERAL REGULATIONS VOL. 40, #74, WEDNESDAY, APRIL 16, 1975, PAGE 17124, ADMINISTRATION OF THE CLEAR AIR ACT & WATER POLLUTION CONTROL ACT (with respect to Federal Grants)

In connection with the administration of the Clean Air Act and the Water Pollution Control Act with respect to Federal Grants, specific requirements have been imposed of any contract which is not exempt under the provisions of 40 CFR 15.5.

- (1) Any facility listed on the EPA List of Violating Facilities pursuant to Paragraph 15.20 of 40 CFR as of the date of the contract award will not be utilized in the performance of any non-exempt contract or subcontract.
- (2) The Contractor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder after the award of the contract.
- (3) Prompt notification shall be required prior to contract award to the awarding official by the Contractor who will receive the award of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) The Contractor shall include or cause to be included the criteria and requirements in paragraphs 1 through 4 in any non-exempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

#### Attachment No. 1

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ATTACHMENT NO. 2

EACH PRIME CONTRACTOR SHALL INSERT IN EACH SUBCONTRACT THE CERTIFICATION IN APPENDIX B, AND FURTHER, SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

- Appendix B of 49 CFR Part 29 -

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction, "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### STATE REQUIRED CONTRACT PROVISIONS

#### ALL FEDERAL-AID CONSTRUCTION CONTRACTS

Effective February 1, 1969 Revised January 2, 1973

The following provisions are State of Illinois requirements and are in addition to the Federal requirements.

#### "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 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 Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### CONSTRUCTION CONTRACT PROCUREMENT POLICIES

#### TABLE OF CONTENTS

SECTIO	N	1
SECTIO		1

Proposal Requirements and Conditions

#### **SUB-SECTION**

	ADVERTISEMENT (Notice to Bidders)	
1-02	PREQUALIFICATION OF BIDDERS	42
1-03	CONTENTS OF PROPOSAL FORMS	43
1-04	ISSUANCE OF PROPOSAL FORMS	43
1-05	INTERPRETATION OF QUANTITIES IN BID SCHEDULE	43
	EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	
	PREPARATION OF THE PROPOSAL	
1-08	REJECTION OF PROPOSALS	44
1-09	PROPOSAL GUARANTY	44
	DELIVERY OF PROPOSALS	
1-11	WITHDRAWAL OF PROPOSALS	45
	PUBLIC OPENING OF PROPOSALS	
	DISQUALIFICATION OF BIDDERS	
1-14	WORKER'S COMPENSATION INSURANCE	45

#### SECTION 2

Award and Execution of Contract

#### **SUB-SECTION**

2-01	CONSIDERATION OF PROPOSALS	. 45
2-02	AWARD OF CONTRACT	.46
2-03	CANCELLATION OF AWARD	.46
2-04	RETURN OF PROPOSAL GUARANTY	.46
2-05	REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS	.46
2-06	EXECUTION OF CONTRACT	.46
	APPROVAL OF CONTRACT	
2-08	FAILURE TO EXECUTE CONTRACT	.46

#### 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 of work performed or materials furnished in accordance with the plans and specifications. It is understood that the 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 75 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 75 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.

The award period for this project is 75 days and expires on May 24, 2006. At that point, the contractor may request, in writing, an award extension of 16 days, which will expire on June 9, 2006. At this point, the contractor may request a second and final award extension, in writing, of 131 days which will expire on October 18, 2006. There is no guarantee that this project will be awarded.

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** 

#### 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 or subcontract.

Goal

Economic Area

O56 Paducah, KY:

Non-SMSA Counties 
IL - Hardin, Massac, Pope

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,	11.4
Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	

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.
  - Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street 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.
- 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.

  Revised 08-31-83

- 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. NOTICE

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. OVERALL GOAL SET FOR THE DEPARTMENT: 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. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: 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 12.0% 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. CALCULATING DBE PARTICIPATION: 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. GOOD FAITH EFFORT PROCEDURES: 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.
  - 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.
  - 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 Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by 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. CONTRACT COMPLIANCE: 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 as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended 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.

60

- 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 and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If 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.

#### Certification of Nonsegregated Facilities - as Required by 41 CFR 60-1.8

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause).

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of his certification is a violation of the Equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

## NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Instructions for Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### <u>Certification Regarding Debarment, Suspension, and</u> <u>Other Responsibility Matters - Primary Covered Transactions</u>

- 1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### CERTIFICATION REGARDING LOBBYING (Applicable to contracts in excess of \$100,000):

#### Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have paid or will be paid, by or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### 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.

## CLAUSE TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS RESULTING FROM PROJECTS FUNDED UNDER THE AIP

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through this sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **SECTION III**

Special Provisions

For

**CONSTRUCT SOUTH FLIGHT CENTER APRON - PHASE 4** 

A.I.P. PROJECT: 3-17-0017-B18 ILLINOIS PROJECT: DPA-3391

Αt

DUPAGE AIRPORT WEST CHICAGO, ILLINOIS

**Final Submittal** 

January 13, 2006

Prepared By:

EXP: 11/30/2007

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
600 NORTH COMMONS DRIVE, SUITE 107
AURORA, ILLINOIS 60504
http://www.cmtengr.com

04257-04-00

### **RECURRING SPECIAL PROVISIONS**

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

Chec			
Shee			
<u>No.</u>	Item No.		Page No.
1	AR101580	Refurbish 36" Beacon	155
2	AR106000	Apron Lighting	160
3	AR119000	Airport Obstruction Lighting (Not Included)	166
4	AR127000	Airport Navaid Installation (Not Included)	167
	AR150510	Engineer's Field Office	168
6	AR150560	Temporary Threshold	170
_7	AR152540	Soil Stabilization Fabric	173
8 X		Erosion Control	175
9	AR156513	Separation Fabric	180
10	AR156540	Riprap	182
_11_	AR201001	Bituminous Base Course -Method I	185
12 X		Bituminous Base Course -Method II	193
13	AR201003	Bituminous Base Course - Method I, Superpave	209
14	AR201004	Bituminous Base Course – Method II, Superpave	217
15	AR201661	Clean & Seal Bituminous Cracks	230
16	AR201663	Sand Mix Crack Repair	233
17	AR201671	Crack Control Fabric	235
18	AR302000	Asphalt Treated Permeable Subbase	237
19 X		Bituminous Surface Course -Method I	245
20	AR401002	Bituminous Surface Course -Method II	253
21	AR401003	Bituminous Surface Course – Method I, Superpave	269
22	AR401004	Bituminous Surface Course – Method II, Superpave	277
23	AR401640	Bituminous Pavement Grooving	290
24	AR401650	Bituminous Pavement Milling	293
25	AR401655	Butt Joint Construction	295
26 X		Remove Bituminous Pavement	297
27	AR501001	Portland Cement Concrete -Pavement Method I	299
28 X		Portland Cement Concrete -Pavement Method II	316
29	AR501003	Portland Cement Concrete -Pavement Method III	338
30	AR501115	Crack and Seat Pavement	362
31	AR501540	PCC Pavement Grooving	365
32	AR501550	PCC Pavement Milling	368
33	AR501900	Remove PCC Pavement	370
34	AR510500	Tie-down/Ground Rod	372
35 X	AR605000	Silicone Joint Sealing Filler	373

#### **GENERAL**

These Special Provisions, together with applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, 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, Department of Transportation, Division of Aeronautics for the construction of the subject project at the DuPage Airport, West Chicago, Illinois.

#### **GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS**

The "Standard Specifications for Construction of Airports", dated January 1985, State of Illinois Department of Transportation, Division of Aeronautics, 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 included herein shall govern the project except as otherwise noted in these Special Provisions. In cases 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.

#### **INDEX TO SPECIAL PROVISIONS**

ITEM - DESCRIPTION	PAGE NUMBER
DIVISION I – GENERAL PROVISIONS	1
SECTION 10 – Definition Of Terms  SECTION 20 – Scope Of Work  SECTION 30 – Control Of Work  SECTION 40 – Control Of Materials  SECTION 50 – Legal Relations And Responsibility To Public  SECTION 60 – Prosecution And Progress	1 2 2
DIVISION II – PAVING CONSTRUCTION DETAILS	4
ITEM 152 – Excavation And Embankment ITEM 155 – Lime Modified Subgrade ITEM 201001 – Bituminous Base Course - Method 2 ITEM 208515 – Porous Granular Embankment ITEM 209 – Crushed Aggregate Base Course ITEM 401001 – Bituminous Surface Course – Method I ITEM 401900 – Remove Bituminous Pavement ITEM 501002 – Portland Cement Concrete Pavement-Mehtod 2 ITEM 610 – Structural Portland Cement Concrete ITEM 620 – Pavement Marking	
ITEM 162 – Chain Link Fences	•
DIVISION IV – DRAINAGE PIPE	
ITEM 701 – Pipe For Storm And Culverts	25

DIVISION V	- TURFING 28
ITEM 901 - 3 ITEM 908 - I	Seeding
<b>DIVISION VI</b>	- LIGHTING INSTALLATION 31
ITEM 108 – I ITEM 109 – I ITEM 110 – I	nstallation Of Underground Cable
<b>DIVISION VII</b>	II – MISCELLANEOUS 43
ITEM 156000 ITEM 163 - 0 ITEM 800053	0 - Engineer's Field Office       43         0 - Erosion Control       44         Construction Fencing       45         3 - Soil Guard       46         0 - Gas Pipeline Protection       47
IDA POLICY	MEMORANDUMS
04-03 87-2	ACCEPTANCE PROCEDURE FOR FINELY DIVIDED MINERALS USED IN PORTLAND CEMENT CONCRETE AND OTHER APPLICATIONS DENSITY ACCEPTANCE OF BITUMINOUS PAVEMENTS
87-2 87-3	MIX DESIGN, TEST BATCH, QUALITY CONTROL, AND ACCEPTANCE TESTING OF PCC PAVEMENT MIXTURE
87-4	DETERMINATION OF BULK SPECIFIC GRAVITY (d) OF COMPACTED BITUMINOUS MIXES
90-1 95-1	RESAMPLING AND RETESTING OF PCC PAVEMENT FIELD TEST PROCEDURES FOR MIXER PERFORMANCE AND CONCRETE UNIFORMITY TEST
96-1	ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE: JOB MIX FORMULA APPROVAL & PRODUCTION TESTING
96-2	REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL, AND PAVING OF BITUMINOUS CONCRETE MIXTURES
96-3	REQUIREMENTS FOR QUALITY ASSURANCE ON PROJECTS WITH BITUMINOUS CONCRETE PAVING
97-2 2001-1	PAVEMENT MARKING PAINT ACCEPTANCE REQUIREMENTS FOR COLD WEATHER CONCRETING
IDOT STAND	ARDS

542301	Precast Reinforced Concrete Flared End Section
542311	Grating for Concrete Flared End Section 24" Thru 54" Pipe (MODIFIED)
602301-01	Inlet, Type A
602306-01	Inlet, Type B (MODIFIED)
602401-01	Manhole, Type A (MODIFIED)
602406-02	Manhole, Type A, 1.8m (6') Diameter
602411	Manhole, Type A, 2.1m (7') Diameter
602421	Manhole, Type A, 2.7m (9') Diameter
602601	Precast Reinforced Concrete Flat Slab Top
602701-01	Cast Iron Steps
604001-02	Frame and Lids, Type 1

### **DIVISION I – GENERAL PROVISIONS**

### SECTION 10 - DEFINITION OF TERMS

#### 10-23 ENGINEER

DELETE: Paragraph (b).

### SECTION 20 - Scope Of Work

#### **20-05 MAINTENANCE OF TRAFFIC**

ADD:

If the Contractor fails to comply with the Standard Specifications, contract plans or these Special Provisions concerning traffic control, the Engineer shall execute such work as may be deemed necessary to correct deficiencies, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract. The Contractor shall be responsible for supplying, maintaining and moving all barricades required for construction. The cost thereof shall not be paid for separately but shall be considered incidental to the contract unit prices.

### 20-09 AIRPORT OPERATIONS DURING CONSTRUCTION

a. Construction Activity and Aircraft Movements

For construction activity to be performed in other areas than active operational areas, the storage and parking of equipment and materials, when not in use or about to be installed, shall not encroach upon active operational areas. In protecting operational areas, the minimum clearances maintained for runways shall be in conformance with Part 77 of the Federal Aviation Regulations.

All construction operations shall conform to the plans and in accordance with AC 150/5370-2 (Latest Edition) Operational Safety on Airports During Construction.

- b. Limitations On Construction
- (1) Open flame welding or torch cutting operations shall be prohibited, unless adequate fire and safety precautions are provided.
- (2) Open trenches, excavations and stockpiled material near any pavements shall be prominently marked with red flags and lighted by light units during hours of restricted visibility and/or darkness.
- (3) Stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions.
- (4) The use of explosives shall be prohibited.
- (5) Burning shall not be allowed.
- c. Debris

Waste and loose material capable of causing damage to aircraft landing gears, propellers, or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project. The Contractor shall provide garbage cans in employee parking areas and storage areas for debris.

### SECTION 30 – CONTROL OF WORK

#### 30-18 PLANS AND WORK DRAWINGS

DELETE:

References to "approval" in first paragraph and replace with "review".

### **SECTION 40 – CONTROL OF MATERIALS**

### 40-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

ADD: After the last paragraph

The Contractor shall certify all materials contained in the contract. Certification documentation shall be submitted to the Engineer. It shall be the sole responsibility of the Contractor to ensure the delivery of adequate and accurate documentation prior to the delivery of the materials.

#### SECTION 50 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

ADD:

Special care shall be taken on all operations and particularly near pavement edges to avoid damage to edge lights and all underground electrical cable on the airport. The approximate location of existing underground cable is shown on drawings. Any airfield lights or cable that are broken and require replacement because of the Contractor's operations will be replaced by the contractor at his own expense.

Any airfield cable repairs or replacement to any part of the electrical system made necessary by the Contractor's operations will be made by him in the manner specified in Sections 108 and 125 at no cost to the airport. Cost of replacement to be borne by the Contractor shall include any expense incurred in locating as well as repairing or replacing damaged parts of the system by the owning agency.

It shall be the Contractor's responsibility to locate and protect all airport-owned utilities within the construction limits. This includes all electrical cables, storm sewer, drain tile, sanitary sewer and water main.

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

#### **DUPAGE AIRPORT**

Utility Service or Facility	Person to Contact	Contact Phone
FAA Control & Communications Cable	FAA Sector Field Office 2710 International Dr. West Chicago, IL 60185	1-630-584-0444
City of West Chicago (Water and Sewer Services)	JULIE	1-800-892-0123
Comed - Electric Cables	JULIE	1-800-892-0123
SBC - Telephone Cables	JULIE	1-800-892-0123
NICOR - Gas Lines	JULIE	1-800-892-0123
Natural Gas Pipeline Company	JULIE	1-800-892-0123

### **SECTION 60 – PROSECUTION AND PROGRESS**

#### 60-05 LIMITATION OF OPERATIONS

ADD:

The Contractor shall not have access to any part of the active airfield (runways or taxiways) for any equipment or personnel without approval of the Director of Operations.

#### 60-07 TEMPORARY SUSPENSION OF THE WORK

Replace references to "Resident Engineer" with "Engineer" throughout this section.

#### 60-10 DEFAULT AND TERMINATION OF CONTRACT

Replace references to "Project Engineer" with "Engineer" throughout this section.

### **DIVISION II – PAVING CONSTRUCTION DETAILS**

### **ITEM 152 – EXCAVATION AND EMBANKMENT**

#### (SUPPLEMENTAL SPECIFICATION)

#### **DESCRIPTION**

#### 152-1.1

ADD to Supplemental:

When the volume of the unclassified excavation or topsoil stripping exceeds that required to construct the embankments and/or shoulders to the grades indicated, the excess shall be hauled offsite at no additional cost to the contract.

#### 152-1.2 CLASSIFICATION

DELETE from Supplemental: The 4th paragraph - "Shoulder Adjustment".

### **CONSTRUCTION METHODS**

#### 152-2.2 EXCAVATION

ADD to Supplemental:

Excavation and embankment shall be compacted to a density of not less than the percentage of the maximum dry density, at optimum moisture, shown in Table 1 as determined by the compaction control tests cited in Division VII for ASTM 1557(Modified Proctor) for aircraft weights over 60,000 pounds.

ADD to Supplemental: Embankment fill below proposed and/or future Hangars shall be compacted not less than 95% Modified Proctor.

#### 152-2.12 TOPSOIL

DELETE from Supplemental: The 5<sup>th</sup> paragraph and REPLACE with:

Any excess topsoil stripping shall be hauled offsite at no additional cost to the contract.

#### **METHOD OF MEASUREMENT**

### <u>152-3.4</u>

DELETE from Supplemental: This section.

#### **BASIS OF PAYMENT**

#### 152-4.1

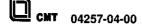
DELETE from Supplemental: The 4<sup>th</sup> paragraph in the Supplemental Specifications.

ADD to Supplemental:

Topsoil placement, shoulder fill and embankment fill shall not be paid for separately, but shall be included in the unit bid price for "UNCLASSIFIED EXCAVATION."

ITEM AR152410 UNCLASSIFIED EXCAVATION

PER CUBIC YARD



### ITEM 155 - LIME MODIFIED SUBGRADE

#### (SUPPLEMENTAL SPECIFICATION)

#### **WEATHER LIMITATIONS**

#### 155-4.1 WEATHER LIMITATIONS

ADD to Supplemental: Lime shall not be applied to or mixed with frozen soil.

#### **CONSTRUCTION METHODS**

#### 155-6.4 COMPACTION

DELETE from Supplemental: The 2<sup>nd</sup> paragraph and REPLACE with:

Compaction shall begin at the bottom and continue until the entire depth is uniformly compacted. The entire thickness of the lime-modified subgrade shall be compacted to a density of not less than 93% of the dry density. The dry density of the lime-modified soil shall be determined in accordance with ASTM D1557 for aircraft weighing 60,000 lbs or more. Field density shall be determined in accordance with ASTM D1556, D2167, D2922 or other methods approved by the Engineer. If proper compaction and stability are not achieved, the contractor will reprocess and compact the failing areas.

#### 155-6.5 FINISHING AND CURING

DELETE from Supplemental: The 2<sup>nd</sup> paragraph.

#### **METHOD OF MEASUREMENT**

#### **155-7.1**

DELETE from Supplemental: This section and REPLACE with:

The yardage of lime-modified subgrade to be paid for shall be the number of square yards completed and accepted.

#### **BASIS OF PAYMENT**

#### <u>155-8.1</u>

DELETE from Supplemental: This section and REPLACE with:

Payment shall be made at the contract unit price per square yard for the lime-modified subgrade. The prices shall be full compensation for furnishing all material, water, lime, and for all mobilization, preparation, delivering, placing, and mixing these materials, and all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR155712 LIME-MODIFIED SUBGRADE – 12"

PER SQUARE YARD.

### ITEM 201001 - BITUMINOUS BASE COURSE - METHOD 2

#### **CHECK SHEET NO. 12**

#### **MATERIALS**

OVER 60 000 Ib

#### 201-3.2 JOB MIX FORMULA (JMF)

Revise Table 2 to read as follows:

#### **TABLE 2 MARSHALL DESIGN CRITERIA**

Number of Blows	75
Stability (Min.)	1800
Flow	8 <b>–</b> 16
Percent Air Void	1.5 - 4
Voids Filled With Asphalt (%)	75 - 90

#### CONSTRUCTION

#### 201-4.11 JOINTS

Add the following paragraph to this section:

At any time during the base course paving operation it becomes necessary to end a paving lane at a location other than the proposed finished pavement edge because of ending a days paving, machinery breakdown, etc.; the lane end will be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with a tack coat and this work shall be considered incidental to Item 201 Bituminous Base Course, and no additional compensation will be allowed.

### 201-4.12 SHAPING EDGES

ADD:

All pavement edges, including the pavement ends, must be left in proper alignment as shown on the plans. This may be accomplished by a trimming method or at the Contractor's option by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

#### METHOD OF MEASUREMENT

#### 201-5.1

ADD:

Measurement for payment will not be made for any bituminous base course in excess of 103 percent of the quantity specified by the Engineer.

### **BASIS OF PAYMENT**

<u>201-5.1</u>

ADD:

Payment will be made under:

ITEM AR201610 **BITUMINOUS BASE COURSE** ITEM AR201630 **BITUMINOUS BASE TEST SECTION** 

**PER TON PER EACH** 

#### ITEM 208515 – POROUS GRANULAR EMBANKMENT

#### **DESCRIPTION**

#### 208-1.1

ADD:

This work shall consist of furnishing and placing porous granular embankment as the field conditions warrant at the time of construction as directed by the Engineer.

#### **MATERIALS**

#### 208-2.1 UNCRUSHED COARSE AGGREGATE

DELETE: Entire section.

#### **208.2-3 GRADATION**

DELETE: Entire section.

ADD:

When submitting materials for consideration, the Contractor shall provide written certification that the material meets the specified requirements. A written gradation shall also be furnished.

Gradation for Porous Granular Embankment shall be as follows:

Sieve	Percent Passing
3 inch	100
2 1/2 inch	90-100
2 inch	45-75
1 1/2 inch	0-30
1 inch	0-6
IDOT Gradation	CA-1

#### **CONSTRUCTION REQUIREMENTS**

#### 208-3.3 PREPARING UNDERLYING COURSE

DELETE: Entire section.

### 208-3.4 METHODS OF PRODUCTION

DELETE: Entire section.

#### 208-3.5 METHODS OF SPREADING

DELETE: Entire section.

ADD: Paragraph (D)

The porous granular embankment shall be placed in lifts no greater than one (1) foot thick or as directed by the Engineer. Rolling the top of this replacement material with a vibratory roller meeting the requirements of Section 1101 of the IDOT <u>Standard Specification for Road and Bridge Construction</u> should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

#### 208-3.6 FINISHING AND COMPACTING

DELETE: Fifth sentence, first paragraph.

ADD:

The base shall be compacted to the satisfaction of the Engineer.

Capping aggregate will not be required when embankment meeting the requirements of Section 209 of the Standard Specifications or granular subbase is placed on top of the porous granular embankment. Capping aggregate (two (2) inch depth) will be required when embankment meeting the requirements of Section 152 of the Standard Specifications is placed on top of the porous granular embankment.

### METHOD OF MEASUREMENT

#### 208-4.3

ADD:

The quantity of Porous Granular Embankment shall be the number of cubic yards as measured by the Engineer at the specified thickness of the material placed. If required, the thickness of PGE measured for payment will include the thickness of the capping stone.

The porous granular embankment shall be used as shown and as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities.

#### **BASIS OF PAYMENT**

#### 208-5.1

DELETE: Entire section.

ADD:

Payment for porous granular embankment shall be paid for at the contract unit price per cubic yard, of which price shall be full compensation for the two (2) inch capping stone (if necessary), furnishing, spreading, compacting, watering and all incidentals related to equipment, labor and tools necessary to complete this work.

Payment will be made under:

ITEM AR208515 POROUS GRANULAR EMBANKMENT

**PER CUBIC YARD** 

### ITEM 209 - CRUSHED AGGREGATE BASE COURSE

#### **MATERIALS**

#### 209-2.3 GRADATION

DELETE: Gradation "C" in Table 1.

### **CONSTRUCTION METHODS**

### 209-3.6 FINISHING AND COMPACTING

ADD:

The base shall be compacted to not less than 100% of maximum density at optimum moisture as determined by compaction control tests specified in Division VII for aircraft with gross weights of 60,000 lbs and over (Modified Proctor ASTM D1557).

#### 209-3.8 THICKNESS CONTROL

DELETE this section

#### **BASIS OF PAYMENT**

ITEM AR209604 CRUSHED AGG. BASE COURSE – 4"
ITEM AR209612 CRUSHED AGG. BASE COURSE – 12"

PER SQUARE YARD PER SQUARE YARD

### ITEM 401001 - BITUMINOUS SURFACE COURSE - METHOD I

#### **CHECK SHEET #19**

#### COMPOSITION

### 401-3.2 JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

TABLE 2 MARSHALL DESIGN CRITERIA		
Under 60,000 lbs. [1]		
Number of Blows Stability (Min.) Flow Percent Air Voids Voids Filled With Asphalt (%)	50 1500 8-18 1.5-3 75-90	

In lieu of a JMF developed by the Division of Aeronautics, the contractor may submit his or her own JMF for the Division to review and approve. The Contractor's JMF shall meet all the applicable material and testing requirements stated within these contract documents.

#### 401-4.11 JOINTS

Add the following paragraph to this section:

At any time during the base course paving operation it becomes necessary to end a paving lane at a location other than the proposed finished pavement edge because of ending a days paving, machinery breakdown, etc.; the lane end will be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with a tack coat and this work shall be considered incidental to Item 401 Bituminous Surface Course, and no additional compensation will be allowed.

#### 401-4.12 SHAPING EDGES

ADD: All pavement edges, including the pavement ends, must be left in proper alignment as shown on the plans. This may be accomplished by a trimming method or at the Contractor's option by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

### METHOD OF MEASUREMENT

#### 401-5.1

ADD: Measurement for payment will not be made for any bituminous surface course in excess of 103 percent of the quantity specified by the Engineer.

#### **BASIS OF PAYMENT**

ITEM AR401610 BITUMINOUS SURFACE COURSE

**PER TON** 

### ITEM 401900 - REMOVE BITUMINOUS PAVEMENT

#### **CHECK SHEET #26**

#### 401-1.1

ADD: To the second sentence.

The type of material to be removed along with approximate typical pavement section is shown on the plans. Pavement structure information was taken from airport records, data supplied by airport personnel and soil borings. The Contractor shall verify the type and thickness of material to be removed. **No extra compensation will be allowed for any variations in the pavement sections actually encountered.** 

### **CONSTRUCTION METHODS**

#### 401-3.1

ADD:

Any damage to the pavement beyond the limits as shown on the plans shall be removed and replaced by the Contractor at this expense. These areas shall be saw cut to a uniform width.

#### **METHOD OF MEASUREMENT**

#### 401-4.1

ADD:

If pavement or subgrade material is removed due to negligence on the part of the Contractor, the additional quantity of pavement removal and replacement of subgrade material will <u>not</u> be measured for payment.

#### **BASIS OF PAYMENT**

### 401-5.1

ADD:

Any grading and recompacting of existing granular base course to proper grade shall not be paid for separately but shall be considered incidental to REMOVE BITUMINOUS PAVEMENT.

ITEM AR401900 REMOVE BITUMINOUS PAVEMENT

**PER SQUARE YARD** 

### ITEM 501002 - PORTLAND CEMENT CONCRETE PAVEMENT-MEHTOD 2

#### **CHECK SHEET #28**

#### **MATERIALS**

#### 501-2.4 PREMOLDED JOINT FILLER

REWRITE the first sentence to read:

Premolded joint filler for expansion joints shall conform to the requirements of ASTM D-1752 with compression requirement modified to 10 psi minimum and 25 psi maximum and shall be Ceramar by W.R. Meadows, or approved equivalent.

#### 501-2.6 STEEL REINFORCEMENT

DELETE: This section.

#### ADD:

Reinforcement bars required at fillets and structures shall be deformed steel bar Grade 40 or 60 conforming to ASTM A-615 or ASTM A-616. Reinforcement bars designated as ASTM A-615 can be used for construction requiring bent bars. Reinforcement bars designated as ASTM A-616 can only be used if they are straight.

Reinforcement of odd-shaped panels, if required by the Engineer in the field, shall be panels of welded wire fabric of the size and dimensions shown in the plans conforming to ASTM A-185.

#### 501-2.6 DOWEL AND TIE BARS

#### ADD:

All dowel bars shall be fastened firmly in position with an approved contraction joint dowel bar assembly prior to the start of paving operations or mechanically inserted per article 420.10 of the IDOT <u>Standard Specifications for Road and Bridge Construction</u>. Loose dowel bars will not be accepted.

Contraction Joint Assembly. The contraction joint assembly shall be an approved welded assembly possessing the rigidity to hold the dowels during the placing and compacting of the concrete to the degree of alignment specified hereinafter. The assembly shall have 4 parallel spacer bars and 2 subgrade-bearing members. An upright support at each end of dowel shall be welded to both the outside spacer bar and the bearing member at appropriate points to hold the dowels at the design height. The two inside spacer bars shall be spaced approximately 2 inches on each side of center.

The dowels shall be spaced as shown on the plans and alternate ends shall be welded to the outside spacer bars. One weld is permitted per bar. The end of each dowel not welded to a spacer bar shall be securely held in place by means of wire loops or metal tubes welded to the other outside spacer bar. Suitable ties shall be provided to hold the assembly in normal position during shipping, handling and installation. Wire sized shall not be less than W7 for the outside spacer bars, bearing members and upright supports and W5 wire for the 2 inside spacer bars. The tie wires used for securing the spacer bars shall not be less than W3 wires.

The assembly shall be provided with 2 continuous bearing plates of not less than 2-inch width and not less than 0.0359 inches thickness sheet steel. The bearing plates shall be attached by welding to the subgrade members or by suitable clips and shall be punched to receive the protruding ends of the upright supports and stakes. The stakes shall be driven parallel to and next to the upright supports. The subgrade bearing members may be omitted if suitable subgrade plates are shop welded to the assembly and provide equivalent rigidity. Bearing plates will not be required on stabilized subbase.

The welds in the assembly shall be securely made. A broken weld will be sufficient cause for rejection of the length or section of the assembly in which it occurs.

#### 501-2.9 COVER MATERIAL FOR CURING

DELETE: (b), (c) and (d).

REVISE: (a) as follows:

Curing materials shall be liquid membrane-forming compounds conforming to the requirements of ASTM C-309, Type 2 (White Pigmented).

### **CONSTRUCTION METHODS**

#### **501-3.1 EQUIPMENT**

#### 501-3.1 (d) **CONCRETE SAW**

ADD:

Only self-propelled, water-cooled and lubricated saws with diamond blades shall be used on this project.

#### 501-3.1 (e) FORMS

ADD:

All radii and tapers shall be formed with flexible forms.

#### 501-3.1 (f) SLIP-FORM PAVERS

ADD:

The guide wires for pavers shall be set with steel standards (pins) driven into the subbase. An alternate method will be standards set with weighted bases.

#### 501-3.1 (g) DRILLING MACHINE

ADD:

The machine used for drilling the holes for dowel bars in the face of the pavement shall be capable of drilling the size and depth of holes as shown on the plans. A drill support system using the pavement surface as a reference shall be required to assure hole alignment at the specified depth of the PCC pavement. Hand-held tools will not be allowed.

#### 501-3.2 FORM SETTING

ADD:

In the event that the pavement is constructed utilizing the formed paving technique, the paving lane forms supported by the subbase shall be anchored by steel pins. No formed areas shall be poured until the Engineer has checked and accepted the formwork for both alignment and elevation.

#### 501-3.3 CONDITIONING OF UNDERLYING COURSE, SLIP-FORM CONSTRUCTION

DELETE: The first sentence.

ADD:

The existing grade along the outer edges of the new pavement shall be improved, if necessary, to support the paver without noticeable displacement. Any grading, compacting, or furnishing and installing materials shall be considered incidental to the unit prices for paving and no separate payment will be made.

All areas shall be constructed true to grade and acceptable to the Engineer prior to paying.

During placement of the concrete pavement, the subbase shall be maintained in a moist condition without accumulation of pools of water.

In the event that the underlying course has become over-saturated or unstable, paving operations shall stop until corrected unless otherwise approved by the Engineer.

### 501-3.4 CONDITIONING OF UNDERLYING COURSE, SIDE-FORM CONSTRUCTION

#### ADD:

All areas shall be constructed true to grade and acceptable to the Engineer prior to paving.

During placement of the concrete pavement, the subbase shall be maintained in a moist condition without accumulation of pools of water.

In the event that the underlying course has become over-saturated or unstable, paving operations shall stop until corrected unless otherwise approved by the Engineer.

#### 501-3.6(a) PROPORTIONS

DELETE: This section.

#### 501-3.7 FIELD TEST SPECIMENS

#### ADD:

The Contractor shall provide a system of marking and tracking samples taken in the field. The system shall be provided at the Preconstruction conference and shall, at a minimum, provide location of sample, lot number and curing and reporting of all test specimens manufactured by the Contractor's personnel.

The Contractor shall provide the forms or molds used to make compressive test cylinders or flexural beam specimens.

#### 501-3.10 PLACING CONCRETE

#### (a) Side-Form Method

DELETE: Second paragraph.

#### ADD:

When concrete is to be placed adjoining a previously constructed lane of pavement and when mechanical equipment will be operated upon the existing lane of pavement, the concrete shall have a minimum flexural strength of 550 psi or compressive strength of 3500 psi. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after 3 days, if approved by the Engineer.

#### (b) Slip-Form Method

#### ADD:

In addition to the requirements of this section, the concrete shall be placed as described in the applicable sections of Section 501-3.10(a). Any equipment used for transporting concrete shall be capable of discharging the material at a minimum specified slump. Concrete that is transported in vehicles not capable of discharging concrete at a minimum specified slump is subject to rejection by the Engineer.

#### 501-3.12 JOINTS

ADD: Paving

#### (a) Installation

#### ADD:

All joints shall be saw cut. Only diamond blade saws with water-cooling shall be used on this project. No dry sawing or inserts will be allowed. Protection of previously sawed joints from slip-form operations shall be provided in the form of rubber mats or other means acceptable to the Engineer. The Contractor shall be required to place rubber mats (or other approved material) along the pavement edge prior to drilling dowel bar holes. In addition, any damage to the pavement cause by the drilling operation shall be repaired to the satisfaction of the Engineer at no additional cost to the contract.

#### 501-3.14 SURFACE TEXTURE

#### ADD:

The surface of the pavement shall be finished with a burlap drag or other approved method acceptable to the Engineer.

#### 501-3.17 CURING

(a) Impervious Membrane Method shall be utilized for this project.

#### ADD:

For slip-form paving, the approved curing media shall be applied uniformly to all surfaces of the pavement, including exposed edges. Membrane curing compounds shall be applied on all concrete surfaces from a suitable self-propelled mechanical application device, which bridges the fresh concrete, designed to provide a uniform application. Other curing systems will not be permitted.

Care shall be taken when this method of curing is used. Should conditions prevail such that curing material is being blown toward buildings or aircraft, appropriate measures shall be taken to eliminate the problems to the satisfaction of the Engineer. Two (2) separate applications, applied at least five minutes apart, each at the rate of not less than 1 gallon per 250 square feet will be required upon surfaces and edges of the concrete. Another application shall be necessary to cover any deficient areas less than 1 gallon per 125 square feet. The curing membrane shall be sprayed as soon as possible without damage to the pavement surface. Excessive delays in application of the membrane resulting in shrinkage cracking will be cause for rejection of the affected pavement necessitating removal

#### 501-3.23 TEST SECTION FOR SLIP-FORM PAVERS

Prior to paving using the slip-form paving method, an area of the new pavements designated by the Engineer shall be paved to develop and demonstrate satisfactory procedures and concrete mix. The test section shall be located within the new pavement limits and all costs associated with the test section shall be incidental to this item.

#### 501-3.24 GRADE CONTROL FOR SLIP-FORM PAVERS

Grade control on all free edges of slip-form pavement shall be from string lines. The use of transverse grade control from the paver will not be permitted.

#### 501-3.25 PROTECTION OF PAVEMENT AGAINST RAIN

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood plank having a nominal thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as curing paper or polyethylene sheeting material for the protection of the surface of the pavement. The metal forms, wood planks and curing paper shall be kept on trucks or towable vehicles, within reasonable hauling distance, at a site shown on the plans, or as designated by the Engineer. Or, as an alternate, rolled polyethylene sheeting of sufficient length and width may be used without the temporary side forms and if properly anchored, to cover the plastic concrete slab and exposed edge. The sheeting may be mounted on either the paver or a separate moveable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering. All pavement damaged shall be removed and replaced at no additional cost to the contract.

#### 501-3.26 REMOVAL OF DEFECTIVE WORK

At locations determined by the Engineer, the contractor shall be required to remove any pavement or sidewalk which is classified as defective. This includes any area where non-controlled (random) cracking occurs, unacceptable surface texturing or any other defect determined unacceptable by the Engineer. The pavement shall be removed to the nearest joint and replaced at the expense of the contractor. Prior to replacement, dowels and tie bars will be provided as directed by the Engineer

#### **BASIS OF PAYMENT**

ITEM AR501510 1 ITEM AR501530 F

12" PCC PAVEMENT PCC TEST BATCH

PER SQUARE YARD. PER EACH.

### ITEM 610 - STRUCTURAL PORTLAND CEMENT CONCRETE

### (SUPPLEMENTAL SPECIFICATION)

#### **CONSTRUCTION METHODS**

#### 610-3.2 CONCRETE PROPORTIONS

Replace the last sentence of the sixth paragraph of Standard Specifications with "The air content of the concrete shall be between 5% and 8%, by volume."

### **ITEM 620 - PAVEMENT MARKING**

#### METHOD OF MEASUREMENT

#### <u>620-4.1</u>

ADD to Supplemental:

The quantity of permanent markings to be paid for shall be the number of square feet of painting with the specified material **measured only once to apply two coats** in conformance with the specifications and accepted by the Engineer. Quantities will not be distinguished between white and yellow colors of paint.

### **BASIS OF PAYMENT**

ITEM AR620520 ITEM AR620525 PAVEMENT MARKING – WATERBOURNE PAVEMENT MARKING – BLACK BORDER PER SQUARE FOOT PER SQUARE FOOT

### **DIVISION III - FENCING**

### <u>ITEM 162 – CHAIN LINK FENCES</u>

#### **DESCRIPTION**

#### <u>162-1.1</u>

ADD:

This item shall also include removal of Class E fence and gates as shown in the plans or as directed by the Engineer. Removal shall include the concrete base and refilling/compacting fence holes with crushed aggregate base / pavement materials to match existing section.

At the completion of the project, all existing fencing shall be delivered to a location on airport property selected by the Airport Director of Operations. The Airport Director of Operations may elect to have the Contractor dispose of the material off of airport property.

#### **MATERIALS**

#### 162-2.1 FABRIC

ADD:

The chain link fence and gate fabric shall be vinyl clad with vinyl clad fittings and ties and coated steel as shown on the plans and conforming to AASHTO M181 Type IV, Class B bonded. Bonding shall be done by the thermal fusion method. Color shall be black and match the existing fence and shall be approved by the Owner prior to ordering and installation.

#### **162-2.2 BARBED WIRE**

DELETE: Entire Section. Barbed wire is not required.

## 162-2.3 FENCE POSTS, POST TOPS AND EXTENSIONS, RAIL, GATES, BRACES, STRETCHER BARS AND CLIPS

ADD to paragraph (c):

Vehicular gates shall be aluminum cantilever slide gate, Edko or equal. System shall facilitate installation of a top-hung, enclosed track, internal roller type cantilever sliding gate system as per ASTM F 1184-88 Type II, Class 2. Class 1 gates, i.e. designs using external rollers or other support systems, shall not be acceptable. All forms of measurements contained herein are furnished to establish minimum acceptable standards.

Gate frame shall be fabricated from minimum 2" square 6061-T6 structural-grade aluminum alloy tubing weighing a minimum of 1.1 pounds per foot. Frame shall be welded at all corners so as to form a rigid unit. Gate shall be fabricated as a single welded unit with Uniweld construction. Intermediate vertical members shall be 2" X 2" 6061-T6 structural-grade aluminum alloy, weighing a minimum of 1.1 pounds per lineal foot. Intermediate verticals shall be spaced apart no more than 6'0" on center, and all vertical members gusseted at top and bottom for greater frame strength and rigidity. Enclosed track shall be a one-piece extrusion of 6061-T6 structural-grade aluminum alloy, weighing a minimum of 3.95 pounds per foot. Track shall be formed to enclose the internal-roller truck assemblies and structurally adequate to serve as the load-bearing surface for the gate panel. Reaction load rating of the track shall be a minimum of 2,000 pounds. Gate frame shall employ bi-directional cross bracing of 3/16" diameter stainless steel preformed aircraft cable, or diagonal tubular aluminum, installed in the vertical plane throughout the gate proper and the counterbalance to allow for vertical chord adjustment, and to add further rigidity to the gate.

Internal-roller truck assembly shall be self-aligning, swivel ball-and-socket type running on four bearing-wheels. Bearing-wheels shall be a minimum 2" diameter x 9/16" wide, rated as medium duty, with a basic dynamic load rating of 2,750 pounds per bearing. Truck body shall be a one-piece structural grade 356-T6 aluminum alloy casting, equipped with milled steel guide wheels to ensure lateral alignment within the track. Guide wheel axle shall extend through the top and bottom of the truck body so as to assure that, regardless of wear, the guide wheels cannot come loose from the axle and lodge in the track. Internal-roller truck assembly shall be affixed to the hanger bracket or other mounting fixture by means of a 5/8" diameter industrial-grade rod end/center bolt, with a maximum static load rating of 10,000 pounds. Attachment of the center bolt to the truck body shall be by means of a swivel joint to ensure equivalent and consistent loading on all bearing-wheels and internal track surfaces throughout the travel of the gate. Internal-roller truck assembly shall have the same reaction load as the enclosed track.

Bottom guide assembly shall consist of a steel mounting bracket with two 3" diameter phenolic roller wheels with sealed roller bearings mounted in such a way as to limit or contain gate lateral movement without binding. Roller wheels shall be braced top and bottom by the essential construction of the bottom guide in such a fashion as to prevent lateral gate movement which could deform the axles of the wheels and defeat the bottom guide assembly. Hanger assembly shall consist of minimum 3/8" thick steel plate, gusseted, which is to be affixed to a 4" O.D. post by means of 1/2" diameter U-bolts. All mounting hardware shall be hot-dip galvanized or plated for corrosion resistance.

Enclosed track shall be attached as per manufacturer's instructions to the gate frame provided by others. Completed gate assembly shall be erected on two 4" O.D. posts of schedule 40 galvanized steel pipe weighing a minimum of 9.1 pounds per foot.

Gate frames shall be painted to match the fence color. Prior to painting, prepare surface by roughening the surface with machine or hand sanders. Prime Coat to be Series 66, 2-3 dry mils and topcoat to be Series 73, 2-3 dry mils. Paint to be Tnemec or equal.

Gate fabric shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 15 inches.

Gate hinges shall be of adequate strength for the gate with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.

Gate latches, stops and keepers shall be provided for the gates. Latches shall have a plunger bar arranged to engage the center stop. Latches shall be arranged for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar of the latch of double gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position.

All sliding vehicular gates shall have fully enclosed truck assembly glides, Edko or equal.

#### 162-2.4 WIRE TIES AND TENSION WIRE

ADD:

Coiled spring tension wire of at least 7 gage O.D. steel wire shall be stretched along the bottom of the fence and securely fastened to the fabric with hog rings at 2-foot intervals.

### 162-2.10 CERTIFICATION AND SHOP DRAWINGS

The Contractor shall provide written certification that all materials meet specification requirements prior to start of the work.

Shop drawings shall be submitted to the Engineer for review prior to the construction of fence and the motorized gate. Shop drawings shall include exact layout, wiring, operation manual, etc., of the motorized gate, truck glide assembly and all appurtenant items.

#### 162-2.11 SIGNS

The Contractor shall provide and install Restricted Area signage as shown on the plans. Sign panels shall be placed on all new fencing and the slide gates. The signs shall be placed at 100-foot intervals. One (1) will be placed on each slide gate. The sign shall be red letters on white background with a red border and shall read 'AIRPORT / PERIMETER / NO TRESPASSING / VIOLATORS / WILL BE PROSECUTED (five separate lines). The sign materials shall conform to Type 1 sign panels as specified in Section 720 of the IDOT Standard Specifications for Road and Bridge Construction.

#### 162-3.3 INSTALLING POST

ADD:

Line posts shall be pushed into existing ground a minimum of 36". Concrete foundations shall not be required for line posts.

#### 162-3.10 FENCE AND GATE REMOVAL

ADD:

Removal shall include the concrete base and refilling/compacting fence holes with crushed aggregate base or sand and 4" topsoil to match existing ground.

#### **BASIS OF PAYMENT**

#### 162-5.1

ADD

Sign panels as shown on the fencing details shall not be paid for separately but shall be incidental to the fence and gate.

ITEM AR162508	CLASS E FENCE 8'	PER LINEAR FOOT
ITEM AR162900	REMOVE CLASS E FENCE	PER LINEAR FOOT
ITEM AR162960	RELOCATE CLASS E FENCE	PER LINEAR FOOT

### <u>DIVISION IV – DRAINAGE PIPE</u>

### <u>ITEM 701 – PIPE FOR STORM AND CULVERTS</u>

#### **MATERIALS**

#### 701-2.1

DELETE: Entire Section.

ADD:

Pipe shall be of the class, type and diameter indicated and installed at the location shown on the plans. Storm sewer pipe shall be reinforced concrete pipe conforming to ASTM C-76 (with O-Ring rubber gasket joints meeting ASTM C 361), RCP Reinforced Concrete Pipe and PVC – Polyvinyl Chloride Pipe shall be ASTM D 3034, SDR 26.

#### **CONSTRUCTION METHODS**

#### 701-3.4 LAYING AND INSTALLING PIPE

ADD:

When sewer installation requires tapping into an existing manhole, the hole shall be cored to allow for appropriate pipe sizing. The work shall be considered incidental to the installation of the pipe.

#### 701-3.7 BACKFILLING

ADD:

At the locations shown on the plans (existing, proposed and future paved areas), the trench excavation shall be backfilled with select granular backfill materials. The material shall meet the requirements set forth for granular cradle for dry trench conditions as set forth in Section 701-3.3 "CRADLE". Selected granular backfill materials shall be compacted in lifts no greater than 6" thick to 95% of the maximum density in accordance with ASTM D-698 (Standard Proctor).

#### 701-3.13 PIPE REMOVAL

ADD:

Storm Pipe Removal under existing, proposed or future pavement areas shall be backfilled per Section 701-3.7. Openings due to pipe removals at existing drainage structures to remain shall be patched with brick and mortar as directed by the Engineer.

### **BASIS OF PAYMENT**

### <u>701-5.1</u>

ADD:

Payment will be made under:

ITEM AR701512	12" RCP, CLASS IV	PER LINEAR FOOT
ITEM AR701524	24" RCP, CLASS IV	PER LINEAR FOOT
ITEM AR701530	30" RCP, CLASS IV	PER LINEAR FOOT
ITEM AR701542	42" RCP, CLASS IV	PER LINEAR FOOT
ITEM AR701554	54" RCP, CLASS IV	PER LINEAR FOOT
ITEM AR701560	60" RCP, CLASS IV	PER LINEAR FOOT
ITEM AR701900	REMOVE PIPE	PER LINEAR FOOT

### ITEM 705 - PIPE UNDERDRAINS FOR AIRPORTS

#### **MATERIALS**

#### 705-2.13 FILTER FABRIC ENVELOPES FOR PERFORATED (PE) TUBING

ADD:

Materials

(a) An IDOT approved filter fabric sock may be submitted for approval by the Engineer.

#### 705-2.17 UNDERDRAIN TRENCH ENVELOPE

Geotechnical fabric for UD trench lining shall consist of woven or nonwoven filaments of polypropylene, polyester, or polyethylene. Nonwoven fabric may be needle punched, heat-bonded, resin-bonded or combinations thereof. The filaments must be dimensionally stable (i.e., filaments must maintain their relative position with respect to each other) and resistant to delamination. The filaments must be free from any chemical treatment or coating that might significantly reduce porosity and permeability.

(a) Physical Properties. The fabric shall comply with the following physical properties:

Weight oz./sq. yd (g/m²)	3.5 (120) min.	ASTM D 3776
Grab tensile strength lbs. (N)	100 (450 <sup>1/</sup> ) min. <sup>1/</sup>	ASTM D 4632
Grab elongation @ break (%)	20 min. 1/	ASTM D 4632
Equivalent opening size (EOS NO.) Nonwoven Woven	30 (600 μm) min <sup>2/</sup> 50 (300 μm) min <sup>2/</sup>	CW-02215-77 Corps of Engineers

<sup>1/</sup> For woven fabric, test results shall be referenced to orientation with warp or fill, whichever the case may be. Both woven and nonwoven fabrics shall be tested wet.

#### **CONSTRUCTION METHODS**

#### 705-3.3 LAYING AND INSTALLING PIPE

REVISE the 3rd paragraph to the following:

Trenches shall be lined with the underdrain trench envelope prior to placing any stone or underdrain. A 2-foot minimum lap of material is required where breaks in the fabric occur. Prior to installing the pipe, a 1" layer of porous backfill meeting the requirements of Paragraph 2.15 shall be constructed in the bottom of the trench.

#### **BASIS OF PAYMENT**

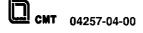
#### <u>705-5.1</u>

ADD as the last sentence of the first paragraph:

The underdrain trench envelope shall be considered incidental to the underdrain and shall not be measured for payment purposes.

ITEM AR705526 6" PERFORATED UNDERDRAIN W/SOCK

**PER LINEAR FOOT** 



<sup>2/</sup> Manufacturer's certification of fabric to meet requirements.

### ITEM 751 - MANHOLES, CATCH BASINS, INLETS & INSPECTION HOLES

#### (SUPPLEMENTAL SPECIFICATION)

#### **MATERIALS**

#### 751-2.9 MANHOLES AND CATCH BASINS

ADD:

Manholes 4' and 5' in diameter shall conform to IDOT Standard Detail 602401. Manholes 6' in diameter shall conform to IDOT Standard Detail 602406. Manholes 7' in diameter shall conform to IDOT Standard Detail 602411. Manholes 9' in diameter shall conform to IDOT Standard Detail 602421. Closed manhole lids shall be stamped "Storm".

#### **CONSTRUCTION METHODS**

### 751-3.11 MANHOLE ADJUSTMENT/RECONSTRUCTION

All adjustments are to me made with precast rings. All adjusting rings must be mortared together and must be mortared to the casting, as well as to the cone section or flat top of the structure. The maximum height of adjusting rings shall be eight (8) inches including existing rings for any inlet or manhole adjustment. Reconstruction of existing manholes shall be accomplished by adding or removing barrel sections. Flat tops, eccentric cone sections and adjustment rings (or a combination thereof) to the manhole or inlet to be reconstructed. The maximum number of rings in any structure is three. This may require the Contractor to remove existing rings and replace with larger rings.

The Contractor shall be responsible for field checking existing storm sewer, sanitary sewer, and electrical manhole configurations for the necessary adjustments.

#### **METHOD OF MEASUREMENT**

ADD: Manholes 9' in diameter shall be paid for as MANHOLE-SPECIAL and be counted and measured by the unit.

#### **BASIS OF PAYMENT**

ADD:

Payment will be made under:

ITEM AR751411	INLET TYPE A	PER EACH
ITEM AR751412	INLET – TYPE B	PER EACH
ITEM AR751550	MANHOLE 5'	PER EACH
ITEM AR751560	MANHOLE 6'	PER EACH
ITEM AR751567	MANHOLE 7'	PER EACH
ITEM AR751570	MANHOLE - SPECIAL	PER EACH
ITEM AR751983	RECONSTRUCT MANHOLE	PER EACH

# <u>ITEM 752 – CONCRETE CULVERTS, HEADWALLS AND MISC. DRAINAGE STRUCTURES</u>

### (SUPPLEMENTAL SPECIFICATION)

#### **MATERIALS**

#### 752-2.2 FLARED END SECTION

The proposed flared end section shall be reinforced concrete conforming to the ASTM Designation C-76, Class IV Pipe, and shall be constructed according to IDOT Standard 542301 and the Grating for the flared end section shall conform to IDOT Standard 542311 in accordance with these specifications at the locations shown in the plans.

#### **BASIS OF PAYMENT**

#### <u>752-5.1</u>

ADD:

Payment will be under:

ITEM AR752412 PRECAST REINFORCED CONC. FES 12"
ITEM AR752512 GRATING FOR CONC. FES 12"

PER EACH

### **DIVISION V - TURFING**

### ITEM 901 - Seeding

### **MATERIALS**

#### 901-2.1 SEED

REVISE: The second sentence in the second paragraph in the Standard Specifications to read:

The contractor shall furnish the Resident Engineer duplicate signed copies of a statement by a recognized laboratory for seed testing within one year of the date of delivery.

DELETE: The seed mix table.

ADD:

The seed mixture shall be as follows:

### SEEDING MIXTURE SEEDING CLASS 1 – LAWN MIXTURES

<u>SEEDS</u>	LBS/ACRE
Kentucky Bluegrass	110
Perennial Ryegrass	70
Creeping Red Fescue	_ 50
TOTAL	230

Alternate seed mixtures may be submitted to the Engineer for consideration.

### 901-2.2 LIME

ADD: The Contractor shall have the option of using an agricultural ground limestone per Section 1081.07 of the IDOT Standard Specifications for Road and Bridge Construction.

#### 901-2.3 FERTILIZER

DELETE: This Section of the Supplemental Specifications.

REVISE last paragraph to read as follows:

Fertilizer shall be applied at rates that supply the following amounts of nutrients per acre to the distributed areas of seeding:

<u>NUTRIENTS</u> <u>POUNDS PER ACI</u>	ΗE
Nitrogen 90	
Phosphorus (P205) 90	
Potassium (K20) 90	
TOTAL 270	

#### **CONSTRUCTION METHODS**

#### 901-3.2 DRY APPLICATION METHOD

**DELETE: Entire Section** 

#### ADD:

- (a) Description: This work shall consist of furnishing, transporting and installing all seeds, plant or other materials required for:
  - 1. Any remedial operations in conformance with the plans as specified in these special provisions or as directed by the Engineer.
- (b) General Requirements: The site will be in the following condition:
  - 1. The grade will be shaped to the elevation shown on the plans.
  - 2. The topsoil will be free of clods, stones, roots, sticks, rivulets, gullies, crusting, caking and have a soil particle size of no larger than 1".
- (c) Seeding Equipment: Seeding equipment shall meet the following requirements. Any other equipment deemed necessary shall be subject to the approval of the Engineer.
  - 1. Disc: Any disc new for the use shall be in a good state of repair with sound, unbroken blades. The disc shall be weighted if necessary to achieve the required tillage depth.
  - 2. No-Till Planters and Drills: Rangeland type drills and no-till planters shall be designed specifically for the seeding of native grasses and forbs with depth control bands set at 1/4" 1/8".
  - Seedbed Preparation: Seedbed preparation methods shall be approved by the Engineer.
     Cultivation shall be accomplished at such a time that seeding may occur immediately and without delay. No seeds shall be sown until the Seedbed has been approved by the Engineer.
- (d) Seeding Methods: The Contractor shall submit for approval by the Engineer and schedule for seeding and/or planting at least two weeks prior to the scheduled commencement of work. Broadcast seeders will not be allowed. Seeder will be a drill type planters. The Engineer shall examine and then approve any equipment to be used. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. Equipment shall be operated in a manner to insure complete coverage of the entire area to be seeded. The Engineer shall be notified 48 hours prior to beginning the seeding operations. Any gaps between areas of growth greater than eight square feet shall be resown and/or replanted.
  - 1. No-till or Drill Method: Rolling of the Seedbed will not be required with the use of rangeland type grass drill or no-till planters.

#### METHOD OF MEASUREMENT

#### 901-4.1

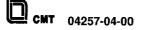
ADD:

Areas of seeding not showing a uniform stand of grass in density and color shall not be approved for payment. Such areas shall be reseeded to the Owner's satisfaction at the Contractor's cost.

#### **BASIS OF PAYMENT**

ITEM AR901510 SEEDING

PER ACRE



### **ITEM 908 - MULCHING**

### **DESCRIPTION**

<u>908-1.1</u>

ADD:

Mulch shall be placed as designated on the plans.

### **MATERIALS**

908-2.1 MULCH MATERIAL

REVISE: The first sentence to read:

Material used for mulching shall be Manufactured Hydraulic Mulch.

**BASIS OF PAYMENT** 

ITEM AR908510 MULCHING

**PER ACRE** 

## **DIVISION VI – LIGHTING INSTALLATION**

## ITEM 108 - INSTALLATION OF UNDERGROUND CABLE

#### **EQUIPMENT AND MATERIALS**

#### 108-2.2

ADD:

Airfield Lighting cable under this item shall be:

L-824, 1/C #8 5,000 V, Type C, in 3/4" unit duct

#### 108-2.4 CABLE CONNECTIONS

ADD:

To further reduce the possibility of water (moisture) entrance into the connector between the cables and the field-attached connector, heat shrinkable tubing with interior adhesive shall be applied over all cable connections.

The heat shrinkable tubing shall cover the entire L-823 connector. All connections shall be at manholes or light bases. **No direct burial splicing will be allowed.** 

No splices will be allowed in the new cable. Cable shall be continuous between pull points. Any repairs necessary to cable damaged during installation shall be done at the Contractor's expense and shall consist of replacing the entire length of damaged cable between pull points.

In line connections for existing cables to be spliced or those that are cut during construction shall be repaired with the cast splice kit. The Contractor shall have a minimum of five (5) splice kits on the jobsite at all times for emergency repairs. Splice markers shall be installed over each splice in cables not to be abandoned. Cast splice kits shall be as specified in paragraph (a). All field splices shall be covered with a flexible polyolefin heat-shrinkable sleeve.

#### 108-3.1 **GENERAL**

ADD:

The locations of existing cables are taken from available record maps and it will be necessary for the contractor to make field investigations to determine the exact locations of underground cable and conduits at critical points.

## 108-3.3 TRENCHING

Change 24 inches to 30 inches in the last sentence of the second paragraph.

ADD:

The installation of GRS and PVC conduit using the plowing-in method will not be allowed.

All cable in unit-duct may be installed using plowing-in method or direct burial, (refer to Item 108-3.11) except at critical locations where required to protect existing cables or to facilitate construction.

#### 108-3.5 BACKFILLING

If backhoe or comparable equipment used, sand backfill (IDOT FA-1 or FA-2) shall be required. If trenches is used, marking tape shall be included to delineate cable with no backfill required.

#### 108-3.8 SPLICING

DELETE: Paragraph (b) (c) and (e).

ADD:

Direct burial splicing will not be allowed.

Splices will be allowed in new circuits only at light bases, electric hand holes or manholes. Direct burial splicing will not be allowed.

Contractor shall use cast splicing kits as described in Article 108-2.4 for any splices made inside the electric hand holes. The cast splicing kit shall be series 82-B1 Scotch cast or 90-B1 Scotch cast as manufactured by 3M or equal. Contractor shall provide shop drawing for splicing method and cast splicing kit. Contractor shall also leave minimum 30" of slack on each side of the cable being spliced. The cost of splicing shall be incidental to the cost of installation of underground cables.

## 108-3.13 TERMINATIONS AND CONNECTIONS

ADD

The Contractor shall have a minimum of five (5) splice kits on the jobsite at all times for emergency repairs.

If, due to the length of spool ordered by the Contractor, it is necessary to install additional hand holes, the Contractor shall supply same at no additional cost to the project. The hand hole shall be the size as directed by the Engineer.

#### **BASIS OF PAYMENT**

#### 108-5.1

Payment will be made under:

ITEM AR108158 1/C #8 5 KV UG CABLE IN UD

**PER LINEAR FOOT** 

## ITEM 109 – INSTALLATION OF AIRPORT TRANSFORMERS AND VAULT EQUIPMENT

#### **DESCRIPTION**

#### 109-1.1

DELETE: This Section.

ADD:

The Contractor shall furnish all equipment, materials and labor necessary to furnish the proposed electrical vault equipment shown in the plans or as specified herein.

This item shall include the proposed 30KW regulator, relocation of existing 30KW regulator, PLC modifications and 5-position selector switch required to provide a complete and operational system. Any parts and labor required by the Contractor to make these changes shall be incidental to this item.

This work shall include all conduits required for cabling used in connection of new equipment at the locations and to the dimensions shown on the Plans or approved by the Engineer.

Work shall include any painting of equipment and conduit, the marking and labeling of equipment and the labeling or tagging of wires, testing of the installation, and the furnishing of all incidentals necessary to place it in operating condition as a complete unit to the satisfaction of the Engineer.

This item shall also consist of furnishing and installing vault equipment, complete and ready to operate. Included under the item INSTALLATION OF AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT are the following major components of work:

- (a) Installation of one (1) new 30 KW, 5-step L-828 regulator.
- (b) All cable/conduits shown on the plans.
- (c) Relocation of existing 30 KW regulator within the existing yault as shown on plans.
- (d) Installation of proposed 5-position selector switch for new 5-step spare regulator in existing L-821 panel located in ATCT.
- (e) PLC modifications as shown on plans.

#### 109-2.21 FAA-APPROVED EQUIPMENT

ADD:

The following FAA approved equipment is to be used on this project:

 L-828, Dry Type, Constant Current Regulator, 30 KW, 480V, single phase primary, 6.6 AMP maximum, 5 Step Brightness secondary.

All new regulators shall conform to the following:

Regulator output current shall be adjustable without interruption. Regulator shall be a self-contained unit of the static type with no moving parts requiring attention or service. Internal input fusing shall be provided. Positive open circuit and over current protection in the event

of a fault shall be provided. Input and output lightning arresters shall be included. Power factor capacitor shall be provided and provide a power factor of 90% or better, at full load and maximum brightness. All controls, including brightness relays, shall be in the air-filled control cabinet. Local control voltage shall be internally generated and shall be 120 VAC. Regulator shall also permit remote control from an external 120 VAC source. Regulator shall be equipped with internally mounted remote control operated primary contactor with 120 VAC operating coil. Regulators shall be Ferro Resonant (FR) controlled type. Silicon Controlled Rectifier (SCR) type regulators will not be acceptable.

Regulators shall also have a built-in ammeter to display current levels at 10-30-100% brightness steps for 3 step Regulators and 2.8, 3.4, 4.1, 5.2, and 6.6Amp nominal output for 5 step Regulator.

Regulators shall be as manufactured by Siemens, or equal to match the existing regulators and spare parts in stock at the Airport.

#### 109-2.22 OTHER ELECTRICAL EQUIPMENT

- Contractor shall provide the following items for the modifications of the existing PLC control system:
  - Wire existing and proposed control relays and input/output modules in vault and tower PLC's.
  - b. Control Relays shall be 120 VAC. 5A Single Pole. (Vault PLC only)\
  - c. Provide 5-position selector switch and wiring modification to existing L-821 panel in the Air Traffic Control Tower. The proposed item shall match the existing items.
- 2. Control Scheme/Programming Modification

The purpose of the PLC system is to provide the tower operator with a means for controlling the airfield lighting on the runways, taxiways, and other airfield visual navigation aid equipment. The existing PLC program shall be modified to add controls for new 5-step regulator for the spare circuit as shown on plans. The I/O may need to be re-configured to make space available for new 5-step regulator, therefore the existing program will need to bee modified for all the changes in I/O addresses.

The existing PLC system was built, installed and programmed by:

Shaw Electric, Inc. 930 East River Drive Davenport, Iowa 52803 (319) 323-3611

## 109-2.23 ELECTRICAL EQUIPMENT TO BE INSTALLED INSIDE THE VAULT

Contractor shall install all equipment necessary for a complete and operational airfield lighting vault including conduits and cabling inside the proposed vault.

#### 109-2.24 WIRE

REVISE paragraph (a) "Control Circuits" first sentence to read:

Wire size shall not be less than #12AWG, unless otherwise detailed on the plans, and shall be insulated for 600 volts.

DELETE paragraph (b) 2 and (b) 3.

ADD paragraph (b) 2.5,000 volts maximum - Wire shall be #8 AWG or larger, and conform to FAA L824 Type C specifications and ICEA S-66-524. Insulation shall be cross-linked polyethylene (XLP) with overall outer jacket of polyvinyl chloride (PVC). All cable shall utilize stranded, bare copper conductor.

#### **109-2.25 SHOP DRAWINGS**

In addition to the requirements of Section 60 Paragraph 60-09 of the General Provisions of Division I of these specifications, shop drawings shall also be submitted for review for all items specified in Paragraphs 109-2.10 through and including Paragraph 109-2.23.

#### **CONSTRUCTION METHODS**

#### 109-3.1 **GENERAL**

ADD:

Contractor shall install the proposed 30KW regulator for the Spare circuit while providing the necessary control wires.

The equipment installation and mounting shall comply with the requirement of the National Electrical Code and local code agency having jurisdiction.

#### 109-3.15 WIRING AND CONNECTIONS

ADD:

Plastic wire duct shall be used for routing wires inside control panels. After wiring is completed, covers are to be installed on all plastic duct.

#### 109-3.16 MARKING AND LABELING

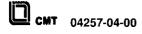
ADD:

All new or relocated equipment, control wires, etc. installed under this contract shall be tagged, marked, or labeled as required.

#### 109-3.17 TESTING

ADD:

The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include resistance, voltage and current readings, as required by the Engineer. Testing equipment shall be furnished by the Contractor. Tests shall be conducted as directed by the Engineer and shall be to his satisfaction. The Contractor shall be responsible for all equipment and conduit in place which will be connected to the new equipment, and any equipment or materials found to be defective or damaged shall be replaced by the Contractor at his own expense.



All testing shall be in the presence of the Engineer and an Airport Representative.

#### 109-3.18 OPERATION AND MAINTENANCE MANUALS

ADD:

The Contractor shall supply four (4) copies of Operational and Maintenance Manuals for the Constant Current Regulator and revised schematics for PLC controller.

#### METHOD OF MEASUREMENT

#### 109-4.1, 4.2, 4.3

DELETE: These Sections.

#### 109-4.4

The quantity of materials and work to be paid for under this item shall be as follows:

- The proposed vault modifications shall include installation of the proposed 5-position selector switch, relays, relocation of existing 30KW regulator, PLC modifications and cable/conduit installation as incidental in this section, tools and labor required to furnish a complete operational system.
- 2) The proposed 30KW regulator shall include the installation of a 30KW , 5-step regulator at the location shown on plans.

#### **BASIS OF PAYMENT**

#### 109-5.1

ADD:

Payment will be at the contract unit price per each as described below, complete and accepted for each item. This price shall be compensation in full for all preparation, assembly, removal, materials, labor, equipment, tools and incidentals necessary to complete the item as specified herein or as directed by the Engineer.

Payment will be made under:

ITEM AR109210 VAULT MODIFICATIONS
ITEM AR109362 30 KW REGULATOR, STYLE 2

LUMP SUM PER EACH

## ITEM 110 - INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

#### **DESCRIPTION**

#### <u>110-1.1</u>

ADD:

This item shall consist of the construction of the concrete encased duct banks, including appropriate duct markers at the locations shown in the plans or as directed by the Engineer.

Contractor shall provide pull wire for each conduit and cap the unused conduits for future use.

#### **EQUIPMENT AND MATERIALS**

#### 110-2.9 DUCT MARKER

ADD:

The Contractor shall provide duct markers for each new or existing duct being used as detailed in the plans. The cost of installation of the duct markers shall be incidental to the contract.

#### **CONSTRUCTION METHODS**

## 110-3.5 BACKFILLING

ADD:

Crushed Stone conforming to the requirements of Item 208 gradation shall be used for backfill at the pavement crossings for the new duct installation. The granular material shall be compacted to not less than 95% of Standard Proctor laboratory density.

## **METHOD OF MEASUREMENT**

#### 110-4.1

ADD:

The quantity of handholes to be paid for shall be the number of each handhole installed, measured in place and accepted.

#### **BASIS OF PAYMENT**

## <u>110-5.1</u>

ADD:

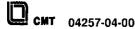
Payment will be made at the contract unit price per lineal foot for each type and size of concrete encased duct bank completed and accepted. These prices shall be full compensation for furnishing all materials and for all preparation, assembly, aggregate backfill, backfill, compaction, sawcutting and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete these items.

Trenching and backfilling shall also be included in the installation of the duct and conduit and shall not be paid for separately.

Payment will be made under:

ITEM AR110504 4-WAY CONCRETE ENCASED DUCT

PER LINEAR FOOT



## <u>ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS</u>

#### **DESCRIPTION**

#### 125-1.1

ADD:

Airfield lighting improvements and modifications shall include:

- Removal of existing airfield edge lighting to accommodate the new apron.
- Installation of elevated retroreflective markers.
- Installation of proposed taxiway guidance signs.
- Installation of proposed medium intensity base mounted taxiway edge lighting.

#### 125-1.9 INSPECTION, TEST AND WARRANTY

ADD:

#### **VISUAL EXAMINATION**

The most important of all inspection and test procedures is thorough visual inspections. Visual inspections shall be made frequently during installation, at completion of installation, and before energizing the circuits. A careful visual inspection can reveal defects that can be corrected prior to acceptance tests and energization. Serious damage may occur if defects are subjected to electrical tests or energization. Visual inspections shall include appraisal of:

- (a) Correctness of external connections.
- (b) Good work performance.
- (c) Cleanliness.
- (d) Safety hazards.
- (e) Specific requirements listed herein for individual items. While all equipment manufactured under specifications pass strict factory tests prior to shipment, it shall be inspected for shipping damage immediately upon receipt.

#### **ELECTRICAL TESTS ON SERIES LIGHTING CIRCUITS**

Before modifying any series circuit, verify the performance of the existing circuit by checking the supply voltage to the regulator and measuring the output current from the regulator on all brightness steps under existing load.

- (a) For home run segments that will not be replaced, disconnect at S-1 cutout and at first fixture and verify cable continuity.
- (b) Check cable connections and perform electrical tests on cable as specified in Section 108.

#### **LIGHTING FIXTURES**

An inspection shall be made to determine that the color, quantity, and locations of light are in accordance with the installation drawings. Each light shall be inspected to determine that it is operable, glass is not broken or cracked, correct lamps are installed, and it has been properly leveled and aimed, in accordance with technical orders and manufacturers instructions, where applicable.

## **CONSTANT CURRENT REGULATORS**

The supply voltage and input and output current shall be checked at the regulator to see that they operate properly and that regulators are not overloaded due to shorts to ground or excessive leakage.

- (a) Visual Examination. Each constant current regulator shall be visually examined to insure that porcelain bushings are not cracked, no shipping damage has occurred, internal and external connections are correct, switches and relays operate freely and are not tied or blocked, fuses (if required) are correct, and that the oil level of oil-filled regulators is correct. Relay panel covers only shall be removed for this examination; it is not necessary to open the main tank of oil-filled regulators. The instructions on the plates attached to the regulator shall be accomplished. After examination and tests are completed, replace all covers tightly.
- (b) Electric Tests. The supply voltage and input tap shall be checked to see that they correspond. With the load disconnected, the regulator shall be energized and the open circuit protector observed to see that it de-energizes the regulator within 2 or 3 seconds.

#### **FINAL ACCEPTANCE TESTS**

After components and circuits have been inspected, as specified in the preceding paragraphs, the entire system shall be inspected and tested as follows:

- (a) Operate each switch for the modified lighting circuits from the remote control position (ATCT) so that each switch position is reached at least twice. During this process, all lights and vault equipment shall be observed to determine that each switch properly controls the corresponding circuit.
- (b) Repeat the above test using the local control switches on the regulators.
- (c) Each lighting circuit shall be tested by operating it continuously at maximum brightness for at least 6 hours. Visual inspection shall be made at the beginning and end of this test to determine that the correct numbers of lights are operating at full brightness. Dimming of some or all of the lights in a circuit is an indication of grounded cables.
- (d) In addition to the above, all equipment shall be subjected to any and all performance tests specified in the manufacturer's instructions.
- (e) Photometric testing. The Airport may, upon completion of the lighting installation and as part of acceptance testing, perform field photometric testing of each new light fixture to assure the installed runway lights meet the photometric requirements specified by FAA. The test results will be recorded and furnished to the Contractor, with any noted deficiencies. The Contractor is responsible for correcting any deficiencies at no additional cost to the Owner. The Contractor shall furnish spares in support of this testing, to include 15% lamps and 5% lenses for the new in-pavement lights. Spares not used shall be provided to the Airport upon completion of the work

#### **125-1.10 GUARANTEE**

ADD:

All equipment furnished and work performed under the Contract Documents shall be guaranteed against defects in materials or workmanship for a period of one (1) year from the date of final acceptance. This guarantee does not replace any responsibility for errors or omissions as set forth in state law. Any long-term warranties issued or offered by manufacturers for items of equipment shall be turned over to the Airport.



#### 125-1.11

Any failure of equipment or work due to defects in materials or workmanship shall be corrected by the Contractor at no cost to the Airport.

#### 125-1.12

The Contractor shall ascertain that all lighting system components furnished by him (including FAA approved equipment) are compatible in all respects with each other and the remainder of the new/existing system. Any incompatible components furnished by the Contractor shall be replaced by him at no additional cost to the Airport with a similar unit approved by the Project Engineer (different model or manufacturer) that is compatible with the remainder of the airport lighting system.

#### 125-1.13

The Contractor-installed equipment (including FAA approved) shall not generate any electromagnetic interference in the existing and/or new communications, weather and air traffic control equipment. Any equipment generating such interferences shall be replaced by the Contractor at no additional cost with the equipment meeting applicable specifications and not generating any interference.

#### **EQUIPMENT AND MATERIALS**

#### 125-2.1 **GENERAL**

ADD:

All new equipment shall be listed in Advisory Circular 150/5345-1(Latest Edition) - Approved Airport Lighting Equipment.

Before any electrical materials are ordered, the Contractor shall furnish the Engineer a list of the materials and equipment to be incorporated in the work. This list shall include the name of each item, the Federal Aviation Administration specification number, the manufacturer's name, the manufacturer's catalog number, and the size, type and/or rating of each item, catalog cuts, test data, fuse curves, outline drawings, nameplate drawings, wiring diagrams, and schematic diagrams.

After the list has been approved by the Engineer and prior to installation, the Contractor shall assemble the equipment and materials at a single location, on-site, and request inspection by the Engineer. None of the equipment or materials, other than duct or conduit, may be used on the job until such as inspection has been completed.

All test results from required tests shall be submitted to the Engineer for review and approval.

Airport lighting equipment and materials covered by FAA specifications shall have prior approval of the Federal Aviation Administration, Airport Service, Washington, DC 20591, and shall be listed in the current edition of FAA Advisory Circular AC 150/5345-53, Airport Lighting Equipment Certification Program. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when required by the Engineer.

The following documents, of the issue in effect on the date of application for qualification, are applicable to the extent specified:

Item	Specification	Advisory Circular
Elevated Lights	L-861, L-862	AC 150/5345-46B
Transformers, Isolation, 60 Hz	L-830	AC 150/5345-47B
Light base, load bearing	L-868	AC 150/5345-42D
Light base, non-load bearing	L-867	AC 150/5345-42D
Elevated Marker	L-853	AC 150/5345-39B

All FAA Advisory Circular referenced in this specification refer to the most recent edition in circulation.

#### 125-2.7 ISOLATION TRANSFORMERS

ADD:

New transformers for shall be L-830, 6.6A Pri./6.6A Sec. of the wattage recommended by the manufacturer. The number of transformers per light shall also be as recommended by the manufacturer.

## 125-2.8 LIGHT CANS

ADD:

3/4" blank cover plates shall be provided as required.

#### 125-2.10 TAPE

ADD:

Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88, respectively, as manufactured by the Minnesota Mining and Manufacturing Company, or an approved equal.

#### 125-2.14 TAXIWAY LIGHTS

ADD:

Taxiway lights shall be base mounted and shall meet the following FAA specifications:

L-861T Medium Intensity Taxiway Lights

#### 125-2.15 ELEVATED RETROREFLECTIVE MARKERS

ADD:

Elevated retroreflective markers shall be blue stake mounted, omnidirectional, frangible markers as detailed on the construction plans.

#### **CONSTRUCTION METHODS**

#### **125-3.1 GENERAL**

ADD:

The Contractor shall exercise caution in the installation and removal of all light units. Any units damaged by the Contractor's operations shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the contract.

#### 125-3.4 PHASING AND INTERRUPTIONS

All existing electrical equipment and lighting systems not included in the phase of work being performed must be kept in operation, unless prior approval of the Owner has been received and as otherwise specified below and on the Drawings. The Contractor may use salvaged materials for temporary construction where required. The permission for temporary work and using salvaged materials shall be obtained from the Owner. Lighting for active runway and taxiway surfaces shall be maintained. Work shall be coordinated with paving operations.

Refer to the special provision of the specification for notification requirements and other information regarding work interruptions due to airport operational requirements or Contractor anticipation for exceeding the limitations described in the above paragraph.

#### METHOD OF MEASUREMENT

#### 125-4.1

DELETE: Entire section.

ADD:

The quantities to be paid for under this item shall consist of:

- (a) The number of edge lights completely removed and accepted by the Engineer.
- (b) The number of elevated retroreflective markers and edge lights in place as complete units and accepted by the Engineer.
- (c) The number of taxiway guidance signs in place as complete units and accepted by the Engineer.

#### **BASIS OF PAYMENT**

#### 125-5.1

ADD:

Payment will be made at the contract unit price for each complete item furnished and installed in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, removals, modifications, relocation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment for topsoiling and seeding of the taxiway light installation areas shall not be paid for separately but shall be considered incidental to the associated item.

Payment will be made under:

ITEM AR125100	ELEVATED RETROREFLECTIVE MARKER	PER EACH
ITEM AR125415	MITL - BASE MOUNTED	PER EACH
ITEM AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	PER EACH
ITEM AR125445	TAXI GUIDANCE SIGN, 5 CHARACTER	PER EACH
ITEM AR125902	REMOVE BASED MOUNTED LIGHT	PER EACH

## <u>DIVISION VIII – MISCELLANEOUS</u>

## <u>ITEM 150510 – ENGINEER'S FIELD OFFICE</u>

#### **CHECK SHEET NO. 5**

#### **ENGINEER'S FIELD OFFICE**

#### 150-2.1

**REVISE:** 

Paragraph (g) to the following:

(g) One (1) electric water cooler dispenser capable of dispensing cold and hot water and a supply of water bottles as needed.

Paragraph (j) to the following:

(j) 1 dry process copy machine (including maintenance and operating supplies) capable of both collating and reproducing prints up to a half size (11"X 17") and capable of copying field books.

ADD:

- (o) One first-aid cabinet fully equipped.
- (p) One (1) 800 Watt, 0.8 cubic foot microwave oven.
- (q) One (1) Coffee Maker
- (r) Solid waste disposal consisting of two (2) 28-quart waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

#### **BASIS OF PAYMENT**

#### 150-3.1

DELETE the second paragraph of this section.

ADD:

Payment will be made under:

ITEM AR150510 ENGINEER'S FIELD OFFICE

PER LUMP SUM

## ITEM 156000 - EROSION CONTROL

## **SEE CHECK SHEET #08**

## **BASIS OF PAYMENT**

<u>152-5.1</u>

ADD:

Payment will be made under

ITEM AR156510 SILT FENCE ITEM AR156512 BALES

PER LINEAR FOOT PER EACH

## ITEM 163 - CONSTRUCTION FENCING

#### DESCRIPTION

#### <u>163-1.1</u>

This item shall include the installation and maintenance of temporary construction fencing as shown on the plans or as directed by the Engineer.

#### **MATERIALS**

#### 163-2.1

The fence fabric shall be International Orange Polyethylene Safety Fence. The fence fabric shall be a minimum of 4 feet in height and shall be approved by the Engineer prior to installation.

#### **CONSTRUCTION METHODS**

#### 163-3.1

The protective fencing shall be tied to conventional notched metal "T" posts driven into the ground to a depth of at least 18 inches. "T" posts shall be spaced every 6 feet along the entire length of the protective fencing.

#### <u>163-3.2</u>

A minimum of three (3) cable ties shall be placed at each fence post to secure the fence fabric to the post.

#### 163-3.3

A tension wire or rope shall be installed as a top and bottom stringer and woven through the top and bottom row of strands to prevent sagging.

#### 163-3.4

The fabric shall be overlapped at least three (3) feet at all joints and secured with at least three (3) cable ties at the overlaps.

#### **METHOD OF MEASUREMENT**

#### 163-4.1

The Construction Fence shall be measured in place by the number of lineal feet satisfactorily installed and maintained throughout the duration of the contract. The fence shall be maintained to the satisfaction of the Owner.

#### **BASIS OF PAYMENT**

## <u>163-5.1</u>

Payment shall be made at the contract unit price for CONSTRUCTION FENCE, per lineal foot. This price shall be full compensation for furnishing all materials, labor, equipment, maintenance and necessary incidentals to complete the item as shown on the plans and as specified herein. The removal of the fence at the completion of the project shall be included in the price for CONSTRUCTION FENCE.

Payment will be made under:

ITEM AR163000 TEMPORARY CONSTRUCTION FENCE

PER LINEAR FOOT

## ITEM 800053 - SOIL GUARD

#### **DESCRIPTION**

#### 800053-1.1

This item consists of the application of a bonded fiber matrix to provide erosion control as shown on the plans or as directed by the Engineer.

#### **MATERIALS**

#### 800053-2.1

The erosion materials used shall be Weyerhauser SOIL GUARD, or approved equal. When considering equals, it shall be the IDA Materials Engineer's sole authority to determine equals. Substitute non-conforming materials with credit will not be considered.

## **CONSTRUCTION METHODS**

## 80<u>0053-3.1</u>

All erosion control materials shall be placed in accordance with the manufacturer's recommendations. Applicators shall be certified by the manufacturer. Proof of written certification shall be provided to the Engineer prior to installation.

#### 800053-4.1

Soil Guard application shall be measured in square yards on the basis of the actual surface area acceptably mulched.

#### **BASIS OF PAYMENT**

## 800053-5.1

Payment will be made at the contract unit price per square yard for soil guard mulching. This price shall be full compensation for furnishing all materials and for placing the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR800053 SOIL GUARD

PER SQUARE YARD.

## <u>ITEM 800150 – GAS PIPELINE PROTECTION</u>

#### DESCRIPTION

#### 800150-1.1

This item shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to construct the gas pipeline protection at the location and the details in conformance with plans.

#### 800150-1.2

Prior to the initiation of the work, the Contractor shall submit shop drawings of the proposed pavement structure to the Natural Gas Pipeline Company of America (NGPCOA) for approval.

## 800150-1.3

Written approval of the proposed pipeline protection prior to placement shall be obtained from:

Natural Gas Pipeline Company of America 23725 W. County Farm Road Shorewood, IL 60431 Phone: (815) 272-9103 Contact Person: Mr. Gary Countryman Construction Department

#### **MATERIALS**

#### 800150-2.1

All materials used within the construction of the pipeline protection shall be as approved by the Natural Gas Pipeline Company of America.

#### 800150-2.2 CONCRETE

The concrete shall be constructed in accordance with Item 610 Structural Concrete.

#### 800150-2.3 EXPANSION JOINT FILLER

The premolded joint filler for gas pipeline protection shall conform to the requirements of ASTM D1752 and shall be Ceramar by W.R. Meadows or approved equivalent.

#### 800150-2.4 BACKFILL

The backfill material shall be an IDOT approved cement stabilized sand (CLSM) with a minimum 1.5 sacks of cement per cubic yard.

#### 800150-2.5 REINFORCING STEEL

Reinforcement bars required for Pipeline Pavement Reinforcement shall be deformed steel bars Grade 60 conforming to ASTM D615 or ASTM D616.

## **CONSTRUCTION METHOD**

#### 800150-3.1

The Contractor shall construct the proposed pipeline protection in such a manner as to minimize any external loading by the equipment over the two existing high-pressure gas pipelines.

#### 800150-3.2

The Contractor shall take all precautions necessary and requested by the Natural Gas Pipeline Company of America in the performance of the work required. The Contractor shall also give the NGPCOA 72 hours advance notice prior to the construction of the protection.

#### **METHOD OF MEASUREMENT**

#### 800150-4.1

The gas pipeline protection shall be measured by the square yard approved, constructed and satisfactorily maintained throughout the duration of the contract.

#### **BASIS OF PAYMENT**

#### 800150-5.1

Payment shall constitute full compensation for the coordination, approval, and construction of the pipeline protection, including all materials, labor, tools equipment and necessary incidentals to complete this item of work.

Payment will be made under:

ITEM AR800150 GAS PIPELINE PROTECTION

PER SQUARE YARD.

## **IDA POLICY MEMORANDUMS**

# State of Illinois Department of Transportation Bureau of Materials and Physical Research

#### **POLICY MEMORANDUM**

January 15, 2004 Springfield 04-03

TO:

DISTRICT ENGINEERS, HIGHWAY BUREAU CHIEFS, AND

MANUFACTURERS AND SUPPLIERS OF FINELY DIVIDED MINERALS

SUBJECT: ACCEPTANCE PROCEDURE FOR FINELY DIVIDED MINERALS USED IN PORTLAND CEMENT CONCRETE AND OTHER APPLICATIONS

**DEFINITIONS** 

**Department** - Illinois Department of Transportation.

<u>Bureau</u> - Bureau of Materials and Physical Research, at 126 East Ash Street, Springfield, Illinois 62704-4766.

**Finely Divided Mineral** - A finely divided material which has cementitious or pozzolanic properties. Examples are fly ash, microsilica (silica fume), ground granulated blast-furnace (GGBF) slag, and high-reactivity metakaolin (HRM).

<u>Manufacturer</u> - A company that manufactures a finely divided mineral. The term Producer is also used.

<u>Supplier</u> - A company that supplies a finely divided mineral which it does not manufacture.

**Source** - The name and location of the manufacturing process from which the finely divided mineral is obtained.

<u>Approved Source</u> - A source that is approved by the Bureau to ship a finely divided mineral for immediate use on Department projects.

<u>Unapproved Source</u> - A source that ships a finely divided mineral which must be sampled, tested, and approved by the Bureau before it is used on Department projects.

Cement - Portland cement.

<u>Fly Ash</u> - A finely divided residue that results from the combustion of ground or powdered coal, transported from the combustion chamber by exhaust gas, collected by mechanical or electrical means, and stored in stockpiles or bins.

<u>Microsilica</u> - An amorphous silica of high silica content and purity possessing high pozzolanic activity.

Ground Granulated Blast-Furnace (GGBF) Slag - A glassy granular material, formed when molten blast-furnace slag is rapidly chilled, and then finely ground.

<u>High-Reactivity Metakaolin (HRM)</u> - A reactive aluminosilicate pozzolan formed by calcining purified kaolinite at a specific temperature range.

<u>Reference Material</u> - A portland cement used for the control mortar and corresponding test mortars, of a finely divided mineral, to determine its strength activity index.

<u>Preliminary (PRE) Sample</u> - A sample used to determine, in advance, if the finely divided mineral will comply with Department specifications.

<u>Process Control (PRO) Sample</u> - A sample used for the purpose of controlling production of finely divided minerals proposed for incorporation into Department projects.

<u>Acceptance (ACC) Sample</u> - A sample used for accepting/rejecting finely divided minerals prior to its use on Department projects and/or unassigned stock for future use on projects. The quantity represented by acceptance samples must be given.

<u>Independent Assurance (IND) Sample</u> - A sample used to provide an independent check on the reliability of the manufacturer's quality control program.

<u>Investigation (INV) Sample</u> - A destination sample used to verify the acceptability of a finely divided mineral from a source.

<u>Grab Sample</u> - A sample secured from a conveyor, from bulk storage, or from a bulk shipment in one operation.

<u>Composite Sample</u> - Combined grab samples taken at prescribed intervals over a period of time.

**NIST** - National Institute of Standards and Technology.

**CCRL** - Cement and Concrete Reference Laboratory.

<u>ISO 9000 Series</u> - A program of international quality management system standards developed by the International Organization for Standardization (ISO).

#### 1.0 PURPOSE

To establish procedures whereby materials of mineral origin, furnished by a **Manufacturer** or **Supplier**, will be accepted for use on **Department** projects.

#### 2.0 SCOPE

This procedure is available to all **Manufacturers** or **Suppliers** of domestic and foreign **Finely Divided Minerals**. **Sources** in North America may be **Approved** or **Unapproved**. **Sources** located outside of North American will not be given **Approved Source** status, and the procedures in Sections 5.1 and 5.3 shall apply.

#### 3.0 SPECIFICATION REQUIREMENTS, SAMPLING, AND TEST PROCEDURES

- 3.1 **Finely Divided Minerals** used on **Department** projects shall meet the material requirements of the **Department's** "Standard Specifications for Road and Bridge Construction", dated January 1, 1997, and current special provisions.
- 3.2 **Fly Ash** used on **Department** projects shall meet the standard physical and chemical requirements of AASHTO M 295, "Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete," for Class C or Class F. A limitation of available alkalis, as Na<sub>2</sub>O, of 1.5%, shall apply to fly ashes used in portland cement concrete mixtures and cement aggregate mixture II containing alkali-sensitive aggregates or admixtures.
- 3.3 **GGBF Slag** used on **Department** projects shall meet the standard physical and chemical requirements of AASHTO M 302, "Ground Iron Blast-Furnace Slag for Use in Concrete and Mortars," for a Grade 100 or a Grade 120 material.
- 3.4 **Microsilica** used on **Department** projects shall meet the standard physical and chemical requirements of AASHTO M 307, "Microsilica for Use in Concrete and Mortar," except that the Strength Activity Index requirement shall not apply. The **Microsilica** shall meet the "Accelerated pozzolanic activity index: With portland cement at 7 days," as specified by ASTM C 1240, "Standard Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar, and Grout." A limitation of available alkalis, as Na<sub>2</sub>O, of 1.5% shall apply to **Microsilica** used in mixtures containing alkali-sensitive aggregates or admixtures.

3.5 **High-Reactivity Metakaolin (HRM)** used on **Department** projects shall meet the standard physical and chemical requirements of AASHTO M 295, "Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete," for Mineral Admixture Class N, except that the Strength Activity Index requirement shall not apply. The **HRM** shall meet the "Accelerated pozzolanic activity index: With portland cement at 7 days," as specified by ASTM C 1240, "Standard Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic Cement Concrete, Mortar, and Grout." A limitation of available alkalis, as Na2O, of 1.5%, shall apply to **HRM** used in mixtures containing alkalisensitive aggregates or admixtures.

#### 4.0 APPROVED SOURCE PROCEDURE

- 4.1 A **Manufacturer** or **Supplier** requesting **Source** approval of a **Finely Divided Mineral** shall provide the following to the **Bureau**:
  - (1) The Manufacturer's or Supplier's name and location.
  - (2) The **Source** name, location (station), and number of generating units.
  - (3) The name of the Finely Divided Mineral and its class or grade.
  - (4) A certification that the **Finely Divided Mineral** meets the applicable requirements of Section 3.0.
  - (5) A 6-month testing history.
  - (6) A copy of the **Manufacturer**'s or **Supplier**'s quality control program.
  - (7) A copy of the last CCRL inspection report of the testing laboratory used by the Manufacturer or Supplier of the Finely Divided Mineral, with documentation of resolution of any discrepancies noted therein. The Manufacturer or Supplier of HRM or Microsilica shall provide a copy of the testing laboratory's CCRL inspection report and/or an ISO 9000 Series certificate.
  - (8) A copy of the Material Safety Data Sheet (MSDS) for the **Finely Divided**Mineral.

At the time of application, the Manufacturer or Supplier shall obtain a Preliminary (PRE) Grab Sample of the Finely Divided Mineral from current production. The Manufacturer or Supplier shall split the PRE Sample and place one portion in an airtight container and deliver it to the Bureau. A sample of the Reference Material used by the Manufacturer or Supplier for testing shall be included. The Manufacturer or Supplier shall assume the cost to deliver the samples to the Bureau. The size of the Bureau's portion of the PRE Sample, and the Reference Material, shall not be less than 3 kg (6 lb.) each and the samples shall be properly identified as required in Attachment 1. The Manufacturer or Supplier shall test the retained portion of the PRE Sample for

the standard physical and chemical properties listed in the applicable specification in Section 3.0 and deliver a copy of the test results to the **Bureau** for comparison.

The **Bureau** will test its portion of the **PRE Grab Sample** for conformance to Section 3.0. The **Bureau** will compare the results obtained by both laboratories to determine compliance with the allowable difference between two laboratories set forth in the precision statement of each test method. Additional split sample testing will be required if the test results obtained on the **PRE Grab Sample** do not comply with the specification requirements of this policy memorandum.

An inspector from the Bureau may conduct a scheduled visit to inspect the laboratory facilities designated by the Manufacturer or Supplier to test the Finely Divided Mineral; the Source manufacturing process, the Source storage facilities; and the quality control policies, procedures, and practices used by the Manufacturer or Supplier. The Manufacturer of Supplier shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the Department.

The Bureau will notify the Manufacturer or Supplier, in writing, if the request for Approved Source status is granted or denied. A request may be denied if the Manufacturer or Supplier fails to meet the requirements of this policy memorandum, or for other reasons determined by the **Department**.

## 4.2 Quality Control Requirements For Approved Sources:

The **Manufacturer** or **Supplier** shall establish and maintain quality control policies and procedures for sampling and testing that are approved by the **Bureau**. The **Bureau** shall be notified of any changes in the **Manufacturer's** or **Supplier's** quality control program.

Testing laboratories used by the **Manufacturers** or **Suppliers** of **Fly Ash** or **GGBF Slag** shall participate in the **CCRL** pozzolan program of the **NIST**, which includes inspection of facilities and testing of comparative samples. Testing laboratories used by the **Manufacturers** or **Suppliers** of **Microsilica** or **HRM** shall participate in the **CCRL** pozzolan program of the **NIST** and/or shall have implemented a quality management system based on the **ISO 9000 Series** standards.

## 4.3 Reporting Requirements For Approved Sources:

The **Manufacturer** or **Supplier** shall deliver a test report to the **Bureau** each month listing the results of all **Grab** and **Composite Samples** taken and tested for the month. Sampling, testing, and reporting shall be done according to the applicable specification in Section 3.0.

## 4.4 Record Requirements For Approved Sources:

Records of production control tests shall be maintained by the **Manufacturer** or **Supplier** for a minimum period of 5 years, and shall be made available to the **Bureau** upon request.

Copies of bills of lading of quantities of Finely Divided Minerals shipped shall be maintained by the Manufacturer or Supplier for a minimum period of 3 years, and shall be made available to the Bureau upon request.

## 4.5 Sampling and Test Requirements for Approved Sources:

Each January, April, July, and October (unless otherwise specified by the Bureau) the Manufacturer or Supplier shall obtain a Process Control (PRO) Grab Sample of the Finely Divided Mineral, which shall be split for testing by the Manufacturer or Supplier and the Bureau. At this time, a sample of the current Reference Material used by the Manufacturer or Supplier for testing shall also be split. The Bureau samples shall be placed in airtight containers, properly identified as required in Attachment 2, and immediately delivered to the Bureau. Each Finely Divided Mineral sample and Reference Material sample shall not be less than 3 kg (6 lb).

The **Manufacturer** or **Supplier** shall test the retained portion of each **PRO Sample**, using the retained portion of the **Reference Material**, for the standard physical and chemical properties listed in the applicable specification in Section 3.0. When all tests are completed, the **Manufacturer** or **Supplier** shall record the test results on a report form that identifies the sample as a **PRO Sample**, and promptly deliver the report to the **Bureau**.

The test results obtained by the **Manufacturer** or **Supplier** and the **Bureau** on all split samples will be compared for compliance with the allowable differences for two laboratories set forth in the precision statement of each test method and for compliance with Section 3.0. If significant differences exist in the split sample test results, the **Department** will investigate sampling and test procedures, or require additional comparative sampling to determine the cause of the variation.

#### 4.6 **Department Inspections of Approved Sources**:

An inspector from the **Bureau** may conduct unscheduled visits, at **Department** expense, to each **Approved Source** or one of its terminals. During this visit, the inspector will either take or witness the taking of a random **Independent Assurance (IND) Grab Sample**. The inspector will split the sample and deliver an equal portion to the **Manufacturer** or **Supplier**. The **Manufacturer** or **Supplier** shall test the retained portion of the split sample for the standard physical and chemical properties listed in the applicable specification and deliver the test results to the **Bureau**, as specified in Section 4.5, for comparison and compliance with Section 3.0.

Random Investigation (INV) Samples of the Finely Divided Minerals and the project Cement will be obtained at final destination by a representative of the Department. The representative will either take or witness the taking of the INV Samples. INV Samples will be Grab Samples and shall not be less than 3 kg (6 lb). (Note: Cement samples will be taken according to ASTM C 183). The sampling location and frequency for obtaining INV Samples will be determined by the Bureau in consultation with the district offices.

The Bureau will test INV Samples to ascertain the results of Finely Divided Mineral-project Cement combinations. To verify that Finely Divided Minerals shipped from Approved Sources meet the requirements of Section 3.0, the Bureau will test INV Samples with the appropriate Reference Material.

4.7 Revocation of Approved Source Status:

Failure of a **Manufacturer** or **Supplier** to meet the requirements of Sections 3.0 and 4.0 of this policy memorandum will be sufficient cause to revoke **Approved Source** status.

Failure to resolve significant differences in testing, as indicated by the test results obtained on **PRO** or **IND Samples** split with the **Manufacturer** or **Supplier** will be sufficient cause to revoke **Approved Source** status.

Failure of the testing laboratory, used by the Manufacturer or Supplier of a Finely Divided Material, to satisfactorily resolve the discrepancies noted in the CCRL inspection report and/or to maintain a quality management system based on the ISO 9000 Series will be sufficient cause to revoke Approved Source status.

Revocation of **Approved Source** status will be reported to the **Manufacturer** or **Supplier** in writing. The **Manufacturer** or **Supplier** may not re-apply for **Approved Source** status until 30 days have elapsed from the date of the written notice of revocation.

#### 5.0 UNAPPROVED SOURCE PROCEDURE

- 5.1 A **Manufacturer** or **Supplier** requesting approval of a **Finely Divided Mineral** from an **Unapproved Source** shall provide the following to the **Bureau**:
  - (1) The Manufacturer's or Supplier's name and location.
  - (2) The **Source** name, location (station), and number of generating units.
  - (3) The name of the Finely Divided Mineral and its class or grade.

- (4) A current test report, in English, which indicates the standard physical and chemical composition of the **Finely Divided Mineral** as per Section 3.0.
- (5) The transportation method and location at which an inspector from the **Bureau** will be able to obtain **Acceptance (ACC) Samples**.
- (6) If requested by the Bureau, the Manufacturer or Supplier shall deliver to the Bureau a 24-hr Composite Preliminary (PRE) Sample of the Finely Divided Mineral from current shipments. The Manufacturer or Supplier shall assume the cost to deliver it to the Bureau. The size of the PRE Sample shall not be less than 3 kg (6 lb) and the sample shall be properly identified as required in Attachment 1.
- 5.2 Sampling and Test Requirements for **Unapproved Sources** in North America:
  - (1) Finely Divided Minerals from an Unapproved Source will be sampled, tested, and approved by the Bureau before use on Department projects. The Bureau has the option to affix a seal to secure Finely Divided Minerals in storage (e.g. silo, truck, railroad car, or barge) until the Bureau's testing is completed.
  - (2) Upon arrival of the Finely Divided Mineral to Illinois, an inspector from the Bureau will obtain Acceptance (ACC) Grab Samples according to the applicable specifications. The Bureau will determine the number of representative samples required.
  - (3) The Manufacturer or Supplier may request the Bureau to sample the Finely Divided Mineral prior to arrival in Illinois. In the event the request is approved, the Manufacturer or Supplier shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the Department inspector. If the Department determines that it lacks the resources to accomplish out-of-state inspection, the Finely Divided Mineral may be sampled and tested according to the procedures in Section 5.3.
  - (4) Acceptance (ACC) Samples will be tested by the Bureau for conformance to Section 3.0, and to approve the Finely Divided Mineral for use on Department projects.
  - (5) Random Investigation (INV) Samples of Finely Divided Minerals may be obtained at final destination by a representative of the Department. The representative will either take or witness the taking of the INV Samples. INV Samples will be Grab Samples and will be taken according to the applicable specification. The sampling location and frequency for obtaining INV Samples will be determined by the Bureau in consultation with the district offices. The Bureau will use INV Samples to verify that the Finely Divided Mineral shipped meets the requirements of Section 3.0.

5.3 Sampling and Test Requirements for **Unapproved Sources** Located Outside North America:

An agent of the importer shall obtain an **Independent Assurance (IND) Grab Sample** from each barge of foreign **Finely Divided Mineral** loaded at the port of entry and destined for Illinois.

The agent shall split each barge **Grab Sample** and mail one portion to the **Bureau**. The other portion shall be mailed to the importer's testing laboratory that is approved by the **Department**. The importer of the **Finely Divided Mineral** shall be responsible for all sampling and mailing costs.

The importer's laboratory shall test its portion of each barge **Grab Sample** for the standard physical requirements of the applicable specifications. One random barge **Grab Sample**, representing the **Finely Divided Mineral** in each hold of the vessel shall be tested for chemical composition.

Upon completion of the tests, the importer shall deliver to the **Bureau** a certification that states the **Finely Divided Mineral** in the vessel unloaded at the port of entry has been tested by the importer, and complies with the applicable specifications. Attached to the certification shall be a test report of all barge samples. The report shall include the name of the vessel, the source of the **Finely Divided Mineral**, the barge number, the hold number, the date the sample was taken, the quantity of **Finely Divided Mineral** in the barge, and the physical and chemical test results obtained on the samples.

The importer shall immediately notify the **Bureau** if a barge sample fails to meet the applicable specification requirements.

The **Bureau** will review the certification and compare the importer's test data to the test data obtained by the **Bureau** on its portion of each split sample.

When the certification and the accompanying test report are examined and determined to be correct, the **Bureau** will notify the importer and the district offices that the **Finely Divided Mineral** is approved for state projects.

Random Investigation (INV) Samples, from one or more barges, may be taken by a **Department** inspector when the barges arrive at the Illinois terminal(s).

The **Department** will reject any foreign **Finely Divided Mineral** tested by the **Bureau**, or the importer, that does not meet the specification requirements. The **Department** may reject any barge of **Finely Divided Mineral** wherein the differences in test values, obtained by the **Department** and the importer on the split sample, exceeds the multilaboratory precision of the test method, but the **Finely Divided Mineral** is within specifications.

Alternative proposals to the sampling and test requirements stated in this section will be considered for **Finely Divided Minerals** which have an acceptable quality history, and which have previously been approved by the **Department**. Requests shall be directed to the **Bureau of Materials and Physical Research** for approval.

#### 6.0 ACCEPTANCE OF FINELY DIVIDED MINERALS

- 6.1 **Finely Divided Minerals** will be accepted according to the **Department's** current "Standard Specifications for Road and Bridge Construction," current special provisions, and this policy memorandum.
- The Bureau will maintain and circulate a current list of Approved Sources of Finely Divided Minerals which meet the requirements of this policy memorandum. This list will include the name, location, and Producer/Supplier Number of each approved Manufacturer or Supplier of Finely Divided Minerals. These Manufacturers or Suppliers may ship Finely Divided Minerals for immediate use on Department projects.
- 6.3 Finely Divided Minerals from Unapproved Sources will be approved by the Bureau before use on Department projects.

#### 7.0 REJECTION OF FINELY DIVIDED MINERALS

- 7.1 A **Finely Divided Mineral** that fails to conform to the requirements of Section 3.0 of this policy memorandum shall be rejected for use on **Department** projects.
- 7.2 The Bureau will notify the Manufacturer or Supplier when a Finely Divided Mineral is rejected for use on Department projects.

Eric E. Harm, P.E. Engineer of Materials

and Physical Research

Attachments

This policy memorandum supersedes Policy Memorandum 99-5 dated April 1, 1999.

DAD/dsg

## PRE SAMPLE IDENTIFICATION

ME	:МО ТО:	Illinois Department of Transportation Bureau of Materials and Physical Research
SU	BJECT:	Preliminary (PRE) Sample
DA	TE:	
Phy	ysical Res	I Preliminary (PRE) Sample is submitted to the Bureau of Materials and earch for testing:  mple is identified as follows:
		inple to facilities as fellows.
1.	Manufac	turer/Supplier Name:
2.	Material Name (i.e. Fly Ash, GGBF Slag, etc.):	
3.	Material Class or Grade:	
4.	Name ar	d Location of Source of Material:
5.	Date Sar	nple Was Taken:
6.	Identifica	tion Number (If Used):
7.	Sample 1	aken From (i.e. Truck, Silo, etc.):
8.	Remarks	:
Instr	uctions:	Include this sample identification sheet with each PRE Sample and mail to:
		Illinois Department of Transportation Bureau of Materials and Physical Research 126 East Ash Street

Springfield, Illinois 62704-4766 ATTN: J. R. Oglesby, Cement Technology Engineer

## **PRO SAMPLE IDENTIFICATION**

ME	ЕМО ТО:	Illinois Department of Transportation Bureau of Materials and Physical Research
SU	BJECT:	Process Control (PRO) Sample
DA	TE:	
Phy	ysical Res	d Process Control (PRO) Sample is submitted to the Bureau of Materials and earch for testing:
1.	Manufacturer/Supplier Name:	
2.	Material Name (i.e. Fly Ash, GGBF Slag, etc.):	
3.	Material Class or Grade:	
4.	Name ar	nd Location of Source of Material:
5.	Date Sar	mple Was Taken:
6.	Identifica	tion Number (If Used):
7.	Sample <sup>-</sup>	Гаken From (i.e. Truck, Silo, etc.):
8.	Remarks	
Instr	ructions:	Include this sample identification sheet with each PRO Sample and mail to:
		Illinois Department of Transportation Bureau of Materials and Physical Research 126 East Ash Street

Springfield, Illinois 62704-4766

ATTN: J. R. Oglesby, Cement Technology Engineer

# 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.

## 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	X	$(\underline{x-\overline{x}})$	$(\underline{x} - \overline{x})^2$
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	0.850
Sum =	21.31		5 699

$$N = 4$$

Mean(
$$\bar{x}$$
) = 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 |1.378

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  $(\overline{\times})$  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).

$$Q_L = (\overline{x} - 1) = \underline{5.328-1} = 3.141$$
  
S 1.378

<sup>\*</sup> Difference between the suspect test value  $(X_1)$  and the Mean  $(\overline{X})$ .

$$Q_{\underline{U}} = (\underline{7 - \overline{x}}) = \underline{7 - 5.328} = 1.213$$
  
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.

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

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 = 1994 tons

## 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.

#### 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.

# 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. SCOPE

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. Preparation of the Mix:

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.) Central Mix Plant: 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.) Slump and Air: 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.
- 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 end of the day 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.

# State of Illinois Department of Transportation Division of Aeronautics

### POLICY MEMORANDUM

January 1, 2004

Springfield

Number: 87-4

TO: CONSULTING ENGINEERS

SUBJECT: DETERMINATION OF BULK SPECIFIC GRAVITY (d)
OF COMPACTED BITUMINOUS MIXES

A. SCOPE. This method of test covers the determination of the bulk specific gravity and the percent air, of core samples from compacted bituminous mixtures using a <u>saturated surface-dry</u> procedure.

### B. DEFINITIONS.

- 1. Bulk Specific Gravity (G<sub>sb</sub>) or density is the weight per unit volume (gms/cc) of a mixture in its existing state of consolidation. The volume measurement for this specific gravity will include the volume of all the aggregate, asphalt, and air spaces (voids) in the aggregate particles and between the aggregate particles.
- 2. Theoretical Maximum Specific Gravity (G<sub>mm</sub>) ASTM 2041 is the weight per unit volume (grams/cc) of a mixture assuming complete consolidation; i.e., all the air spaces (voids) between the aggregate particles are eliminated.
- 3. Percent Density is a measure of the degree of compaction in relation to the Theoretical Maximum Specific Gravity.
- 4. Percent Air is a measure of the air voids in the compacted pavement.

### C. APPARATUS.

- 1. Balance The balance shall be accurate to 0.1 gm throughout the operating range. It may be mechanical or electrical and shall be equipped with a suitable suspension apparatus and holder to permit weighing of the core in water while suspended from the balance. If the balance is a beam type, it shall be set up so that the core is placed in the basket that is suspended from the zero (0) end of the balance arm.
- Water bath The container for immersing the core in water while suspended from the balance shall be equipped with an overflow outlet for maintaining a constant water level. This water bath should be large enough to handle full-depth cores. When testing several cores at the same time, a dish-pan, sink or suitable container may be used for soaking.

### D. PROCEDURE.

- 1. Prior to testing, cores shall be sorted on a flat surface in a cool place. The sample(s) shall be brushed with a wire brush and/or other suitable means, to remove all loose and/or foreign materials, such as seal coat, tack coat, foundation material, soil, paper, and foil, prior to testing.
- 2. If a core contains binder and surface or multiple lifts, the lifts shall be separated. This may be done in the following manner:
  - a. Mark the separation line between the two lifts.
  - b. Place the core in a freezer for 20-25 minutes.
  - c. Place a 2 or 3-inch wide chisel on the separation line and tap with a hammer. Rotate the core and continue this process until the core separates. Brush loose pieces with a wire brush if needed.
  - d. Allow 2-3 hours for the core to return to ambient temperature before proceeding.
- 3. Prepare the water baths for soaking and weighing with water at 77° F. Water baths should be maintained at this temperature throughout testing. Saturate the cores by submerging in the water for a minimum of 20 minutes.
- 4. With the balance and water bath properly assembled and zeroed, suspend the sample from the balance and submerge it in the water bath. The core must be placed with the original top and bottom in a <u>vertical</u> position. If necessary, add sufficient water to bring the water level up to the overflow outlet. Permit any excess to overflow. Read and record the Saturated Submerged Weight. Designate this weight as (C).
- 5. Remove the core from the water bath and blot the excess water from the surface of the core with an absorbent cloth or other suitable material. This must be done quickly to prevent the internal water from escaping.
- 6. Place the core on the balance and read and record the Saturated Surface-dry Weight in air. Designate this weight as (B).
- 7. Place the core in a tared pan and dry in an oven. When the core is dry, (less than 0.5 gm loss in one hour) record the weight and subtract the pan weight. Designate this weight as (A).

8. The following calculation is used to determine the Bulk Specific Gravity of the core.

$$G_{sb} = A$$
B-C

G<sub>sb</sub> = Bulk Specific Gravity

A = Oven dry weight

B = Saturated surface-dry weight

C = Saturated submerged weight

E. PERCENT DENSITY. The following calculation is used to determine the percent density of the core:

% Density = 100 x 
$$G_{sb}$$
  $G_{mm}$ 

G<sub>sb</sub> = Bulk Specific Gravity G<sub>mm</sub> = Theoretical Maximum Gravity\*

Note: The Theoretical Maximum Gravity (G<sub>mm</sub>) is determined from the mix design until current Vacuum Pycnometer test are available.

F. PERCENT AIR. To calculate the percent air, use the following formula:

G. WEIGHT PER SQUARE YARD OF COMPACTED MIXTURE. The actual weight per square yard of a compacted mixture can be calculated by using the Bulk Specific Gravity (G<sub>sb</sub>). The volume of a square yard of pavement <u>one (1) inch</u> thick is 0.75 cubic foot. Taking the weight of a cubic foot of water as 62.37 pounds, one square yard of compacted material, <u>one (1) inch</u> thick weighs:

Pounds Per Sq. Yd. (1" thick) =  $0.75 \times 62.37 \times G_{sb}$ 

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

Supersedes Policy Memorandum 87-4 effective January 1, 1994.

# State of Illinois Department of Transportation Division of Aeronautics

### **POLICY MEMORANDUM**

January 1, 2004

Springfield

Number: 90-1

TO: CONSULTING ENGINEERS

SUBJECT: Resampling and Retesting of PCC Pavement

### I. PURPOSE

 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 Compressive Test Specification (501-3.6(A) Proportions) is specified. 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 Flexural Test Specification (501-3.6(B) Proportions) is specified. 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

# Illinois Department of Transportation Division of Aeronautics Materials Section

### POLICY MEMORANDUM

January 1, 2004 Springfield Number 95-1

### TO: CONSULTING ENGINEERS

SUBJECT: FIELD TEST PROCEDURES FOR MIXER PERFORMANCE AND CONCRETE UNIFORMITY TESTS

### SCOPE

These methods describe the procedures for obtaining and testing representative samples of fresh concrete in the field to determine the consistency and mixer efficiency of stationary mixers at different mixing time periods.

The concrete produced during the mixing time investigation and not used in the test program may be incorporated in the project provided it conforms to the Standard Specifications for Construction of Airports.

A maximum of two mixing times shall be considered by the Department.

The contractor shall provide all of the necessary equipment and personnel to perform the tests and the Department will observe the testing.

### II. APPARATUS REQUIRED

- a. Three (3) air meters conforming to the requirements of ASTM C231 or ASTM C173.
- b. Three (3) slump cone kits conforming to ASTM C143.
- c. One (1) No. 4 sieve having a minimum screen area of 2 sq. ft. The sieve shall conform to the requirements of AASHTO M92.
- d. One (1) platform scale graduated in tenths of a pound having a capacity sufficient to perform tests herein after specified.
- e. One (1) hydraulic or mechanical testing machine conforming to the requirements of the specified testing method for the project (ASTM C39 or ASTM C78).

- f. Flexural strength specimen forms as required. The forms shall be nominally 6x6x30 inch. Means shall be provided for securing the base plate firmly to the mold. The inside surfaces of the mold shall be smooth and free from holes, indentations, or ridges. The sides, bottom, and ends shall be at right angles and shall be straight and true so that the specimens will not be warped. Maximum variation from the nominal cross-section shall not exceed 1/8 inch. The assembled mold and base plate shall be lightly coated with mineral oil or other approved form release oil before use. Compressive strength specimens shall be 6x12 inch and prepared in accordance with ASTM C31.
- g. Sufficient water tanks for curing specimens as required by ASTM C31.
- Small tools such as shovels, scoops, buckets, etc., and water shall be furnished, as required.

### III. MIXER

The mixer for which the mixing time is to be evaluated shall conform to the applicable sections of the Standard Specifications for Construction of Airports.

### IV. MIXING TIME REQUIREMENTS

The minimum mixing time to be evaluated shall be specified in the Standard Specifications for Construction of Airports.

### V. PROCEDURE

A minimum of ten (10) batches per drum shall be tested and evaluated for each original reduced mixing time request. Check tests shall consist of three (3) batches.

If the request is for a new, twin drum mixer, ten (10) batches shall be tested for the first drum and three (3) for the second drum.

Check tests are required if the mixer is moved, major maintenance performed, or if the source or type of aggregate has changed. A minimum frequency of check tests shall be one (1) per year.

### a. Mixing Time

The mixing time and batch size to be evaluated shall be proposed by the contractor. The mixing time shall begin when all solid materials are in the mixing drum. The mixer timer shall register or indicate accurately the mixing time and a tolerance of two (2) seconds will be permitted.

If approved by the Engineer, minor adjustments in admixture dosage and water content will be allowed to account for weather conditions, provided that the maximum w/c ratio is not exceeded.

### b. Sampling

At the conclusion of the mixing cycle, the mixer shall be discharged and appropriate samples obtained from the first, middle, and last third portions of the batch. Any appropriate method may be used, provided the samples are representative of the respective portions and not the very ends of the batch.

As an alternative, the mixer may be stopped, and the samples removed by any suitable means at equally spaced points from the front to the back of the drum.

### c. Testing.

- Each third portion of the batch shall be tested simultaneously. The Contractor shall provide sufficient personnel to meet this requirement. The Contractor personnel performing the testing shall be Level I PCC Technicians or Concrete Testers. However, a Level I PCC Technician shall be provided to supervise the Concrete Tester.
- 2. From each third portion of the batch the mass (weight) of the concrete in one air meter measuring bowl shall be determined.
- 3. The air content of each third portion of the batch shall be determined according to ASTM C231 or ASTM C173. The air content shall be the arithmetic average of two (2) tests from each third portion of the batch.
- 4. The slump of each third portion of the batch shall be determined according to ASTM C143. The slump shall be the arithmetic average of two (2) tests from each third portion of the batch.
- 5. Flexural strength specimen(s) (two (2) breaks required) or two (2) compressive strength specimens shall be prepared from each third portion of the batch according to ASTM C31. Flexural strength specimen(s) (two (2) breaks required) shall be tested according to ASTM C78 at seven (7) days of age. Compressive strength specimens shall be tested according to ASTM C39 at seven (7) days of age.
- 6. The contents from the weighed air meter measuring bowl shall be washed over a No. 4 sieve. Shake as much water as possible from the material retained on the sieve and then weigh the material. The coarse aggregate content (portion of mass (weight) of sample retained on a No. 4 sieve), expressed as a percent, shall be calculated.

### VI. CONCRETE UNIFORMITY REQUIREMENTS

- a. Test results from each third portion of the batch shall be compared to one another according to Table 1. Each batch shall be evaluated individually.
- b. Mixer performance tests consisting of ten (10) batches: If more than seven (7) tests out of the total or more than three (3) in any one criteria are not in compliance with the uniformity requirements (air content, slump, coarse aggregate content, and strength), a reduced mixing time will not be granted.
- c. Mixer performance tests consisting of three (3) batches: If more than three (3) tests out of the total are not in compliance with the uniformity requirements, a full ten (10) batch investigation shall be required.

Table 1. Requirements for Uniformity of Concrete

Test	Requirement (Note 1)
Air Content, percent by volume of concrete	1.0 (Note 2)
Slump, inch	1.0 (Note 3)
Coarse aggregate content, portion by weight of each sample retained on the No. 4 sieve, percent	6.0
Average flexural or compressive strength at 7 days for each sample based on average strength of all comparative test specimens, percent	7.5 (Note 4)

- Note 1. Expressed as maximum permissible difference in results of tests of samples taken from three locations in the concrete batch.
- Note 2. The average air content sample shall be the arithmetic average of two (2) tests.
- Note 3. The average slump sample shall be the arithmetic average of two (2) tests.
- Note 4. The average flexural strength of each sample shall be the arithmetic average of two (2) beam breaks. The average compressive strength of each sample shall be the arithmetic average of two (2) cylinder breaks.

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

Supersedes Policy Memorandum 95-1 dated January 1, 1995

# 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.

 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.
  - The source, producer/supplier number, type, and weight of the proposed flyash and/or cement.
  - 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.

### 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

# State of Illinois Department of Transportation Division of Aeronautics

### **POLICY MEMORANDUM**

April 1, 2004 Springfield, Illinois Number 96-2

TO: CONTRACTORS

SUBJECT: REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL, AND PAVING OF

**BITUMINOUS CONCRETE MIXTURES** 

### I. SCOPE

The purpose of this policy memorandum is to define to the Contractor the requirements concerning the laboratory, testing, Quality Control, and paving of bituminous concrete mixtures. References are made to the most recent issue of the Standard Specifications for Construction of Airports and to American Society for Testing and Materials (ASTM) testing methods. The Quality Assurance and acceptance responsibilities of the Engineer are described in Policy Memorandum 96-3.

### II. LABORATORY

The Contractor shall provide a laboratory located at the plant and approved by the Illinois Division of Aeronautics (IDA). The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's Quality Control testing as well as the Engineer's acceptance testing as described in Policy Memorandum 96-3.

The effective working area of the laboratory shall be a minimum of 600 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of  $70^{\circ}$  F  $\pm$  5° F.

The laboratory shall have equipment that is in good working order and that meets the requirements set forth in the following ASTM test standards:

ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures using Saturated Surface Dry Specimens
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 4125	Asphalt Content of Bituminous Mixtures by Nuclear Method
ASTM C 127	Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	Standard Test Method for Specific Gravity and Absorption of Fine Aggregate

The Asphalt Institute's Mix Design Methods for Asphalt Concrete Manual No. 2 (MS-2)

The laboratory and equipment furnished by the Contractor shall be properly calibrated and maintained. The Contractor shall maintain a record of calibration results at the laboratory. The Engineer may inspect measuring and testing devices at any time to confirm both calibration and condition. If the Resident Engineer determines that the equipment is not within the limits of dimensions or calibration described in the appropriate test method, the Engineer may stop production until corrective action is taken. If laboratory equipment becomes inoperable or insufficient to keep up with mix production testing, the Contractor shall cease mix production until adequate and/or sufficient equipment is provided.

### III. MIX DESIGN TESTING

The Mix Design letter with accompanying approved Job Mix Formula (JMF) will be issued by the IDA Engineer of Materials. The Contractor will be required to perform the sampling and laboratory testing for the mix design according to the following guidelines: [Note: A testing summary chart can be found in Appendix B.]

- A. Material sources meeting the requirements of the contract shall be submitted in writing at or before the preconstruction conference in the following format:
  - To: Steve Long, Acting Chief Engineer Attn: Mike Wilhelm, Engineer of Materials Division of Aeronautics One Langhorne Bond Drive Springfield, Illinois 62707
  - 2. Producer name and location of each aggregate
  - 3. Producer # for each aggregate (producers are assigned this number by IDOT Central Bureau of Materials)
  - 4. Material code for each aggregate
  - 5. Gradation and Quality designation for each aggregate (i.e. CA-11, etc.)
  - 6. Producer, producer #, and specific gravities of asphalt cement

- 7. Performance Graded Binder 64-22 shall be used unless otherwise approved by the IDA Engineer of Materials.
- B. The Contractor shall obtain representative samples of each aggregate. The individual obtaining samples shall have successfully completed the IDOT Aggregate Technician Course under the IDOT Division of Highways, QC/QA program. The sample size shall be approximately 280 lb. for each coarse aggregate, 150 lb. for each fine aggregate, 15 lb. for the mineral filler or collected dust, and 1 gallon of asphalt cement.
- C. The Contractor shall split the aggregate samples down and run gradation tests according to the testing methods referenced in Appendix B of this memorandum. The remaining aggregates shall be set aside for further Mix Design testing. The results of the gradation tests, along with the most recent stockpile gradations, shall be reported by fax to the IDA Engineer of Materials for engineering evaluation. If the gradation results are deemed non-representative or in any way unacceptable, new representative samples may be required at the direction of the IDA Engineer of Materials. Only composite gradations are required under this procedure.
- D. Based on the accepted gradation results, the IDA Engineer of Materials will return blend percentages for each aggregate to be used in determining the Job Mix Formula. In addition, the Engineer of Materials shall specify directions for mix temperature and asphalt content(s), and number of Marshall Blows for preparation of the Marshall Mix Design.
- E. After receipt of the information from step D., the Contractor shall make specimens and perform the following tests for each asphalt content specified by the Engineer. [Note: Actual test designation is referenced in Appendix B of this memorandum.]

### **Marshall Tests**

Maximum Specific Gravity -- "G<sub>mm</sub>"
Bulk Specific Gravity -- "G<sub>sb</sub>"
Marshall Stability
Marshall Flow
% air voids

- F. All technicians who will be performing mix design testing and plant sampling/testing shall have successfully completed the IDOT Division of Highways Bituminous Concrete Level 1 Technician Course "Bituminous Concrete Testing". The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Bituminous Concrete Level 2 Technician.
- G. The mix design testing results shall be reported to the IDA Engineer of Materials.
- H. The IDA Engineer of Materials shall generate and issue the approved Mix Design with the Job Mix Formula (JMF) for the manufacture of bituminous mixtures using the Contractor's testing results.
- The above procedure, III. MIX DESIGN TESTING, shall be repeated for each change in source or gradation of materials.

### IV. MIX PRODUCTION TESTING

The Quality Control of the manufacture and placement of bituminous mixtures is the responsibility of the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Quality Control includes the recognition of defects and their immediate correction. This may require increased testing, communication of test results to the plant or the job site, modification of operations, suspension of bituminous mix production, rejection of material, or other actions as appropriate. The Resident Engineer shall be immediately notified of any failing tests and subsequent remedial action. Form AER M-14 shall be reported to the Engineer and Resident Engineer no later than the start of the next work day. In addition, AER M-9 and M-11 shall be given to the Resident Engineer daily (Appendix A). The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for Quality Control. This individual shall have successfully completed the IDOT Division of Highways Bituminous Concrete Level II Technician Course "Bituminous Concrete Proportioning and Mixture Evaluation." In addition to the QC Manager, the Contractor shall provide sufficient and qualified personnel to perform the required visual inspections. sampling, testing, and documentation in a timely manner. The following plant tests and documentation shall be required: [Note: A summary chart of testing can be found in Appendix B.]

- A. Minimum of one (1) complete hot bin or combined belt analysis per day of production or every 1,000 tons, whichever is more frequent.
- B. Minimum one (1) stockpile gradation for each aggregate and/or mineral filler per week when a batch plant is utilized. Minimum of one (1) gradation for each aggregate per day of production or every 1,000 tons when a drum plant is used, and one (1) gradation per week for mineral filler when a drum plant is used.
- C. A certification from the quarry for the total quantity of aggregate listing the source, gradation type, and quality designation of aggregate shipped.
- D. Original asphalt shipping tickets listing the source and type of asphalt shipped.
- E. One mix sample per 1,000 tons of mix. The sample shall be split in half. One half shall be reserved for testing by the Engineer. The other half shall be split and tested by the Contractor for Marshall, Extraction, Gradation, Maximum Specific Gravity, and Air Void tests in accordance with the appropriate ASTM standard referenced herein. [See Appendix B.]
  - 1. In place of the extraction test, the Contractor may provide the asphalt content by a calibrated ignition oven test using the IDOT Division of Highways' latest procedure. The correction (calibration) factor for aggregate type shall be clearly indicated in the reported test results.

From these tests, the Contractor shall interpret the test data and make necessary adjustments to the production process in order to comply with the approved JMF.

### V. QUALITY CONTROL

### A. Control Limits

Target values shall be determined from the approved JMF. The target values shall be plotted on the control charts within the following control limits:

	<u>Contro</u>	ol Limits
<u>Parameter</u>	Individual Test	Moving Avg. of 4
% Passing		<del>,                                    </del>
1/2 in.	± 7 %	± 4 %
No. 4	± 7 %	± 4 %
No. 8	± 5 %	± 3 %
No. 30	± 4 %	± 2.5 %
No. 200 *	± 2.0 % *	± 1.0 % *
Asphalt Content	± 0.45 %	± 0.2 %

<sup>\*</sup> No. 200 material percents shall be based on washed samples. Dry sieve gradations (-200) shall be adjusted based on anticipated degradation in the mixing process.

### B. Control Charts

Standardized control charts shall be maintained by the Contractor at the field laboratory. The control charts shall be displayed and be accessible at the field laboratory at all times for review by the Engineer. The individual required test results obtained by the Contractor shall be recorded on the control chart immediately upon completion of a test, but no later than 24 hours after sampling. Only the required plant tests and resamples shall be recorded on the control chart. Any additional testing of check samples may be used for controlling the Contractor's processes, but shall be documented in the plant diary.

The results of assurance tests performed by the Engineer will be posted as soon as available.

The following parameters shall be recorded on control charts:

- Combined Gradation of Hot-Bin or Combined Belt Aggregate Samples (Drier Drum). (% Passing 1/2 in., No. 4., No. 8, No. 30, and No. 200 Sieves)
- 2. Asphalt Content
- 3. Bulk Specific Gravity of Marshall Sample
- 4. Maximum Specific Gravity of Mixture

### C. Corrective Action for Required Plant Tests

Control Limits for each required parameter, both individual tests and the average of four tests, shall be exhibited on control charts. Test results shall be posted within the time limits previously outlined.

- Individual Test Result. When an individual test result exceeds its control limit, the Contractor shall immediately resample and retest. If at the end of the day no material remains from which to resample, the first sample taken the following day shall serve as the resample as well as the first sample of the day. This result shall be recorded as a retest. If the retest passes, the Contractor may continue the required plant test frequency. Additional check samples should be taken to verify mix compliance.
- Asphalt Content. If the retest for asphalt content exceeds control limits, mix production shall cease and immediate corrective action shall be instituted by the Contractor. After corrective action, mix production shall be restarted, the mix production shall be stabilized, and the Contractor shall immediately resample and retest. Mix production may continue when approved by the Engineer. The corrective action shall be documented.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes the investigation identifying the problems causing failing test results.

- Combined Aggregate/Hot-Bin. For combined aggregate/hot-bin retest failures, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.
  - a. Moving Average. When the moving average values trend toward the moving average control limits, the Contractor shall take corrective action and increase the sampling and testing frequency. The corrective action shall be documented.

The Contractor shall notify the Engineer whenever the moving average values exceed the moving average control limits. If two consecutive moving average values fall outside the moving average control limits, the Contractor shall cease operations. Corrective action shall be immediately instituted by the Contractor. Operations shall not be reinstated without the approval of the Engineer. Failure to cease operations shall subject all subsequently produced material to be considered unacceptable.

b. Mix Production Control. If the Contractor is not controlling the production process and is making no effort to take corrective action, the operation shall stop.

### VI. TEST SECTION AND DENSITY ACCEPTANCE (Note: Applies only when specified.)

A. The purpose of the test section is to determine if the mix is acceptable and can be compacted to a consistent passing density.

A quick way to determine the compactibility of the mix is by the use of a nuclear density gauge in the construction of a growth curve. An easy way to construct a growth curve is to use a good vibratory roller. To construct the curve, an area the width of the roller in the middle of the mat is chosen and the roller is allowed to make one compactive pass. With the roller stopped some 30 feet away, a nuclear reading is taken and the outline of the gauge is marked on the pavement. The roller then makes a compaction pass in the opposite direction and another reading is taken. This scenario is continued until at least two (2) passes are made past the maximum density obtained.

The maximum laboratory density potential of a given mix is a direct function of the mix design air voids. Whereas, the actual maximum field density is a function of the type of coarse aggregates, natural or manufactured sands, lift thickness, roller type (static or vibratory), roller and paver speed, base condition, mix variation, etc. All of these items are taken into consideration with the growth curve.

- 1. <u>High Density in the Growth Curve</u>. If the growth curve indicates a maximum achievable field density of between 95 to 98 percent of the Theoretical Maximum Density (D), you can proceed with the Rolling Pattern. On the other hand, if the maximum achievable density is greater than 98 percent, a quick evaluation (by use of an extractor, hot bin gradations, nuclear asphalt determinator, etc.) must be made of the mix. When adjustments are made in the mix, a new growth curve shall be constructed.
- 2. Low Density in the Growth Curve. If the growth curve indicates the maximum achievable density is below 94 percent, a thorough evaluation of the mix, rollers, and laydown operations should be made. After a thorough evaluation of all factors (mix, rollers, etc.), asphalt or gradation changes may be in order as directed by the Engineer. Again, any changes in the mix will require a new growth curve. Note that the nuclear density test is a quality control tool and not an acceptance test. All acceptance testing is to be conducted by the use of cores, unless otherwise specified.
- Acceptance of Test Section. The Contractor may proceed with paving the day after the test section provided the following criteria have been met:
  - a. Four random locations (2 cores per location cut longitudinally and cored by the Contractor) will be selected by the Engineer within the test strip. The cores must show a minimum of 94% density.
  - b. All Marshall and extraction test results from mix produced for the test section must be within the tolerances required by specification.
  - c. The Contractor shall correlate his nuclear gauge to the cores taken in the test section. Additional cores may be taken at the Contractor's expense for this purpose within the test section area, when approved by the Engineer.
- 4. <u>Density Acceptance under Production Paving</u>. The responsibility for obtaining the specified density lies with the Contractor. Therefore, it is important that the nuclear density gauge operator communicate with the roller operators to maintain the specified density requirements. The Contractor shall provide a Bituminous Concrete Density Tester who has successfully completed the Department's "Bituminous Concrete Nuclear Density Testing Course" to run all required density tests on the job site. Density acceptance testing, unless otherwise specified, is described as follows:
  - a. The Contractor shall cut cores at random locations within 500 ton sublots as directed by the Resident Engineer.
  - b. The cores should be extracted so as not to damage them, since they are used to calculate the Contractor's pay.
  - c. The Engineer will run preliminary G<sub>mb</sub> tests on the cores to give the Contractor an indication of how compaction is running for the next day's paving.

- d. A running average of four (4) Maximum Theoretical Gravities (G<sub>mm</sub>) will be used for calculating percent compaction.
- e. Final core density tests and pay calculations will be performed by the Resident Engineer and delivered to the Contractor.

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

Supersedes Policy Memorandum 96-2 dated April 1, 2003

# **APPENDIX A**

### **BITUMINOUS WORKSHEET**

Airport:	Project No.:		AIP No.:	
Mix Design #:			Producer:	
	AGGR	EGATE	Prod. #:	-
Mat'l. Code:		<u> </u>		
Producer #:				
Prod. Name				
Location:	<del></del>			
		Percent Passing		
Sieve Size I inch				
3/4 inch ½ inch 3/8 inch No. 4 No. 8 No. 16 No. 30				
No. 50 No. 100 No. 200 Washed (y/n)				
O.D. Gravity	<del></del>		<del></del>	
App. Gravity	<del></del>			
Absorption Asphalt Gravity	Asphalt Source	Asphalt Prod	ucer No	
	MARSH	ALL DATA		
% Asphalt				_
M. Stability				_
			:	_
Remarks:		· · · · · · · · ·		

### **Bituminous Mixture Daily Plant Output**

							Date:			
Tons/Hr.	Batcl	n W <u>t</u> .	Batches	Loads	Tons	Mix No.	]Airport:			
					<u>.                                    </u>					
AC Prod.	Mate	erial	% Mix	Add Prod	Material	% AC	III. Project:			
			}			·	AIP Project			
Temp. (F)	Agg	Drier	Agg Bin	Asphalt	Bit. Mix	Bit. Mix	1			· · · · · · · · · · · · · · · · · · ·
Max						(RE/RT)	Consultant:			
Min							Contractor:			
Wtd. Avg.							Producer		•	
			<u>-</u>	"			•			
Mix Time	Dry	Wet	Total	Plant Ope	er.	Start	Stop	Delays	Hrs	]

Mix Time	Dry	Wet	Total	Plant Oper.	Start	Stop	Delays	Hrs
Contract		Job No.	Qnty	Contract		Job No.	Qnty.	•
						-		

		·					<u> </u>				
Bin		RAP	Bin 5	Bin 4	Bin 3	Bin 2	Bin 1	M.F.	New Bit	Wash	Changed
Mix <sup>(</sup>											<del></del>
	t-Rev					-				Mix	Spec
Agg									% Pass	Form	Range
	Wt %				·						
1.5	% Bin										
	Wt %										
1	% Bin							<u>'</u>			
	Wt %								<u> </u>		
3/4	% Bin										
	Wt %						<u> </u>				
1/2	% Bin							'			
	Wt %										
3/8	% Bin										
	Wt %										
4	% Bin	•					<u> </u>		-	-	
	Wt %										
8	% Bin			· · · · · · · · · · · · · · · · · · ·	,	<u> </u>	<u> </u>			"	
	Wt   %										
	% Bin			'		<del> </del>					
	Wt %										
	% Bin					<u> </u>	<del></del>	I	· · · · ·	****	
	Wt %					_					
	% Bin										
	Wt %										
100	% Bin		'								
	Wt %							''-			
200	% Bin		<u> </u>		r		1				
Bit.						· · · · · · · · · · · · · · · · · · ·				-	
	- Prod	Ac-Code	Ticket	Date	Qnty	AC-Prod	AC-Code	Ticket	Date	Qnty	
					·						
	_										

# Bituminous Mixtures Extraction

Airport:				Consultant:		Date:	
Illinois Project:				Contractor			
AIP Project No.:				Producer:			
Mix #:	Dry Time:	į	Lot:		Sublot:	ı	
Type:	Washed:						
Sieve Wt.	Accum. Wt.	% Passing	Mix Formula	Tolerance	Spec Range	Extraction Data	
1.5						Pan, New Filter & Sample Q	-
						11111111111111111111111111111111111111	
3/4							6
1/2							:
3/8						Pan, Used Filter, Aggregate   0	
4						Pan & New Filter	
ω						Aggregate	
16			į				
30						Pan & Used The	_
50						Pan & New Fife	
100		;					
200							
Tot Agg						Sample	-
Bit						9	
						Bitumen	
New Bit:	Marshall Stab.		Blows:	Gyro.	Flow:	TSR:	
Bulk SPGR:	Max SPGR:		% Voids:	PCF):			
Remarks:					i		
1							
: CC				Tested by:			AFRM-11

# **Bituminous Testing Summary**

Project:						Illinoi	Illinois Project:	ect:						Airport:	•				
AIP Proj.⁻_						Mix [	Mix Design No.:	No.:					_	Contractor:	tor:				
Producer:						Remarks:	arks:												,
																:			·
Extract	Extraction Data	Įą.													Mars	Marshall Data	eri.		
Date Placed	Lot/ Sublot	Sieve JMF	-	3/4"	1/2"	3/8"	#4	8#	#16	#30	#20	#100	#200	% AC	Stab.	Flow	ō.	۵	Voids
	Test Section																		
											l								
						,				_									
																i			
											$\dashv$								
									~										
										_									

# **APPENDIX B**

### **QUALITY CONTROL TESTING (PLANT)**

PARAMETER	FREQUENCY	SAMPLE SIZE	TEST	REPORT
			METHOD	FORM
Aggregate Gradations: Hot bins for batch and continuous plants Individual cold- feeds or combined belt- feeds for drier drum plants.	Minimum 1 per day of production and at least 1 per 1000 tons.	CA07/11: 5000 gm CA13: 2000 gm CA16: 1500 gm Fine agg: 500 gm 1 gallon asphalt cement	ASTM C 136	AER M-9
Aggregate gradations: Stockpiles	Minimum I per aggregate per week per stockpile.	CA07/11: 5000 gm CA13: 2000 gm CA16: 1500 gm Fine agg: 500 gm *Note: The above test sample sizes are to be obtained from splitting down a larger sample from the stockpiles.	ASTM C 136	AER M-9
Maximum	Minimum 1 per	1200 gm per test	ASTM D 2041	AER M-11 and
Specific Gravity	1000 tons			AERM-14
Bulk Specific Gravity	Minimum 1 per 1000 tons	1250 gm per briquette	ASTM D 2726	AER M-11 and AERM-14
Marshall Stability and Flow	Minimum 1 per 1000 tons	1250 gm per briquette	ASTM D 1559	AER M-11 and AERM-14
% Air Voids	Minimum 1 per 1000 tons	. –	ASTM D 3203	AER M-11 and AERM-14
Extraction	Minimum 1 per 1000 tons	1000 gm (surface) 1500 gm (base)	ASTM D 2172	AER M-11 and AERM-14
Ignition Oven Test	Minimum 1 per 1000 tons	1500 gm		AER M-14
Nuclear Asphalt Gauge	Minimum 1 per 1000 tons	1000-1100 gm	ASTM D 2145	AER M-14

### **MIX DESIGN TESTING**

PARAMETER	FREQUENCY	SAMPLE SIZE	TEST METHOD	REPORT FORM
Representative samples of each aggregate and asphalt cement.	1 per aggregate and 1 asphalt cement.	280 lb. (coarse) 150 lb. (fine) 15 lb. (min. filler) 1 gallon asphalt cement	ASTM D 75	N/A
Aggregate Gradation	1 per aggregate	CA07/11: 5000 gm CA13: 2000 gm CA16: 1500 gm Fine agg: 500 gm	ASTM C 136	Bituminous Worksheet (Appendix A)
Maximum Specific Gravity	2 per specified asphalt content	1200 gm per test	ASTM D 2041	Bituminous Worksheet (Appendix A)
Bulk Specific Gravity	3 briquettes per specified asphalt content	1250 gm per briquette	ASTM D 2726	Bituminous Worksheet (Appendix A)
Marshall Stability and Flow	3 briquettes	1250 gm per briquette	ASTM D 1559	Bituminous Worksheet (Appendix A)
% Air Voids	1 per specified asphalt content (Avg. of G <sub>sb</sub> /G <sub>mm</sub> )		ASTM D 3203	Bituminous Worksheet (Appendix A)

### **QUALITY CONTROL TESTING (PAVER)**

PARAMETER	FREQUENCY	SAMPLE SIZE	TEST METHOD	REPORT FORM
Nuclear Density Test	As required by the Contractor to amintain consistent passing density	Various locations	ASTM D 2950	

# State of Illinois Department of Transportation Division of Aeronautics

### **POLICY MEMORANDUM**

January 1, 2004

Springfield, Illinois

Number 96-3

TO: CONSULTING ENGINEERS

SUBJECT:

REQUIREMENTS FOR QUALITY ASSURANCE ON PROJECTS

WITH BITUMINOUS CONCRETE PAVING

### I. SCOPE

The purpose of this policy memorandum is to define to the Consulting Engineer the requirements concerning Quality Assurance on bituminous concrete paving projects. Specifically, this memo applies whenever the Contractor is required to comply with the requirements set forth in Policy Memorandum 96-2, "Requirements for Laboratory, Testing, Quality Control, and Paving of Bituminous Concrete Mixtures".

### II. LABORATORY APPROVAL

The Resident Engineer shall review and approve the Contractor's plant laboratory to assure that it meets the requirements set forth in the contract specifications and Policy Memorandum 96-2. This review and approval shall be completed prior to utilization of the plant for the production of any mix.

### III. QUALITY ASSURANCE DURING PRODUCTION PAVING

A. At the option of the Engineer, independent assurance tests may be performed on split samples taken by the Contractor for Quality Control testing. In addition, the Resident Engineer shall witness the sampling and splitting of these samples at the start of production and as needed throughout mix production. The Engineer may select any or all split samples for assurance testing. These tests may be performed at any time after sampling. The test results will be made available to the Contractor as soon as they become available.

- B. The Resident Engineer may witness the sampling and testing being performed by the Contractor. If the Resident Engineer determines that the sampling and Quality Control tests are not being performed according to the applicable test procedures, the Engineer may stop production until corrective action is taken. The Resident Engineer will promptly notify the Contractor, both verbally and in writing, of observed deficiencies. The Resident Engineer will document all witnessed samples and tests. The Resident Engineer may elect to obtain samples for testing, separate from the Contractor's Quality Control process, to verify specification compliance.
  - 1. Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits:

Test Parameter	Acceptable Limits of Precision	
% Passing		
1/2 in.	5.0 %	
No. 4	5.0 %	
No. 8	3.0 %	
No. 30	2.0 %	
No. 200	2.2 %	
Asphalt Content	0.3 %	
Maximum Specific Gravity of Mix	ture 0.026	
Bulk Specific Gravity of Marshall	Sample 0.045	

2. In the event a comparison of the required plant test results is outside the above acceptable limits of precision, split or independent samples fail the control limits, an extraction indicates non-specification mix, or a continual trend of difference between Contractor and Engineer test results is identified, the Engineer will immediately investigate. The Engineer may suspend production while the investigation is in progress. The investigation may include testing by the Engineer of any remaining split samples or a comparison of split sample test results on the mix currently being produced. The investigation may also include review and observation of the Contractor's technician performance, testing procedure, and equipment. If a problem is identified with the mix, the Contractor shall take immediate corrective action. After corrective action, both the Contractor and the Engineer shall immediately resample and retest.

C. The Contractor shall be responsible for documenting all observations, records of inspection, adjustments to the mixture, test results, retest results, and corrective actions in a bound hardback field book or bound diary which will become the property of IDA upon completion and acceptance of the project. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the Contractor's Consultants, or the producer of bituminous mix material. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

Results of adjustments to mixture production and tests shall be recorded in duplicate and sent to the Engineer.

### IV. ACCEPTANCE BY ENGINEER

Density acceptance shall be performed according to Policy Memorandum 87-2, or according to the acceptance procedure outlined in the Special Provisions.

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

Supersedes Policy Memorandum 96-3 dated January 1, 1997

# State of Illinois Department of Transportation Division of Aeronautics

### **POLICY MEMORANDUM**

January 1, 2004

Springfield, Illinois

Number 97-2

TO: CONSULTING ENGINEERS

SUBJECT: PAVEMENT MARKING PAINT ACCEPTANCE

I. SCOPE

The purpose of this policy memorandum is to define the procedure for acceptance of pavement marking paint.

II. RESIDENT ENGINEER'S DUTIES

The Resident Engineer shall follow the acceptance procedure outlined as follows:

- A. Require the painting contractor to furnish the name of the paint manufacturer and the batch number proposed for use prior to beginning work. Notify the I.D.A. Materials Certification Engineer when this information is available.
- B. Require the manufacturer's certification before painting begins. Check the certification for compliance to the contract specifications.
  - 1. The certification shall be issued from the manufacturer and shall include the specification and the batch number.
  - 2. The paint containers shall have the manufacturer's name, the specification and the batch number matching the certification.
- C. If no batch number is indicated on the certification or containers, sample the paint according to the procedure for the corresponding paint type.
- D. If the I.D.A. Engineer of Materials indicates that batch number has not been previously sampled and tested, sample the paint according to the procedure for the corresponding paint type. The Division of Aeronautics will provide paint cans upon request by the Resident Engineer. Samples will only be taken in new epoxy lined cans so that the paint will not be contaminated. It is important to seal the sample container immediately with a tight cover to prevent the loss of volatile solvents.

Mark the sample cans with the paint color, manufacturer's name, and batch number. The paint samples and manufacturer's certification shall be placed in the mail within 24 hours after sampling. Address the samples to the Materials Certification Engineer at:

Illinois Department of Transportation Division of Aeronautics One Langhorne Bond Drive Springfield, Illinois 62707

### Sampling Procedures for Each Paint Type:

- Waterborne or Solvent Base Paints
  - a. Take the paint sample from the spray nozzle when the contractor begins marking. A sample consists of two one-pint cans taken per batch number.
  - b. Be sure to indicate to the contractor that acceptance of material is based upon a passing test of the paint material.

### 2. Epoxy Paint

- a. Take separate one-pint samples of each paint component prior to marking. Before drawing samples, the contents of each component's container must be thoroughly mixed to make certain that any settled portion is fully dispersed. Do not combine the two components or sample from the spray nozzle.
- b. Be sure to indicate to the contractor that acceptance of material is based upon a passing test of the paint material.

### III. TESTING

The paint will be tested for acceptance by the IDOT Bureau of Materials and Physical Research for conformance to the contract specifications.

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

Supersedes policy memorandum 97-2 dated February 27, 2002

# 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

- 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) Heating the mixing water 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) Heating the aggregates 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.
- 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.

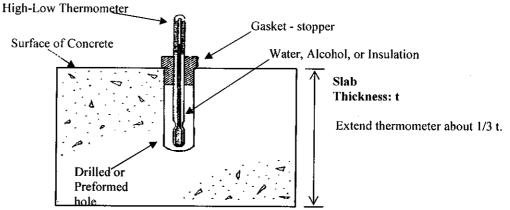
#### D. Concrete Protection and Curing

- 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.
- Appendix A 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.).
- 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.
- Onsite, indoor curing facilities, meeting the requirements of ASTM C-31, shall be required for cold weather concreting operations.

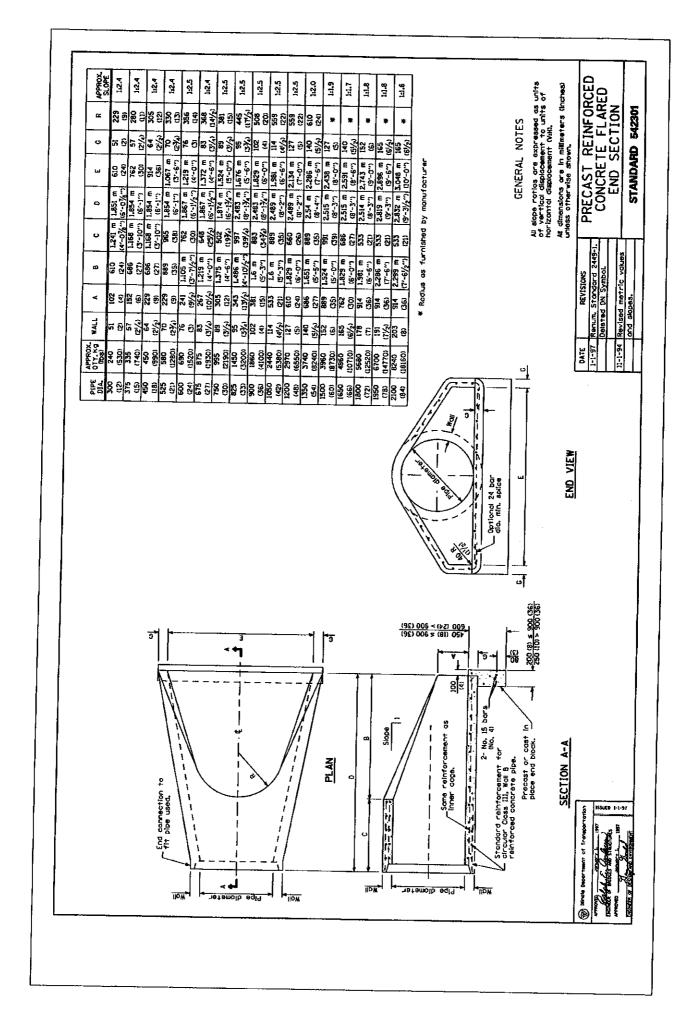
- Sampling for strength specimens shall be according to the Contract Special Provisions. Sampled concrete shall be transported to the indoor curing facilities for the casting of strength specimens.
- 5. The exact location and description of the curing facilities shall be indicated in the contractor's 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.

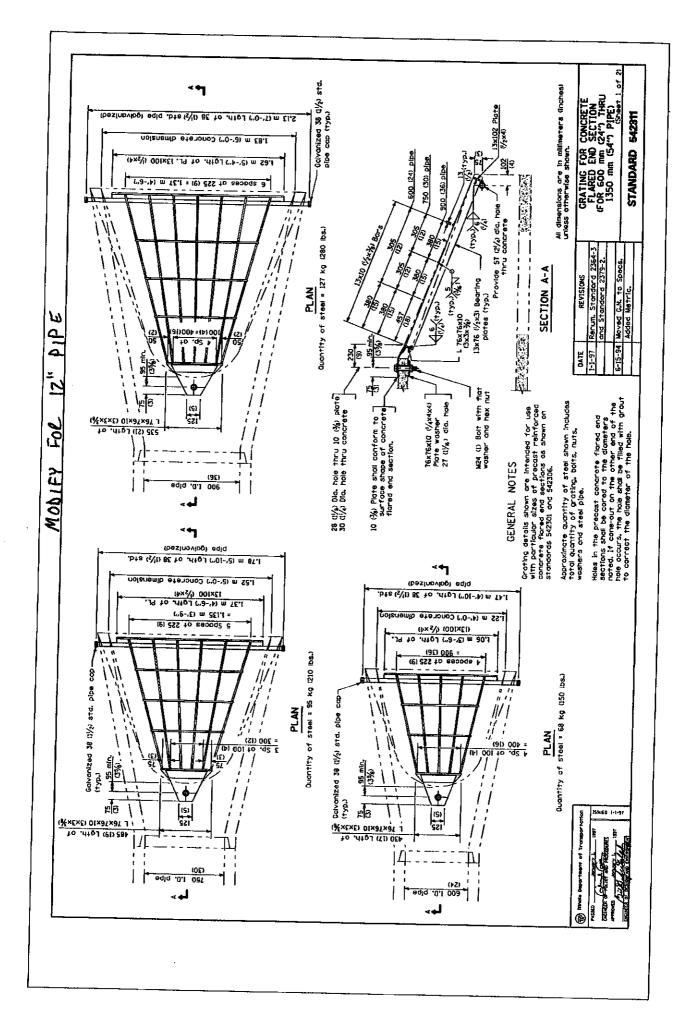
Steven J. Long, P.E. Acting Chief Engineer

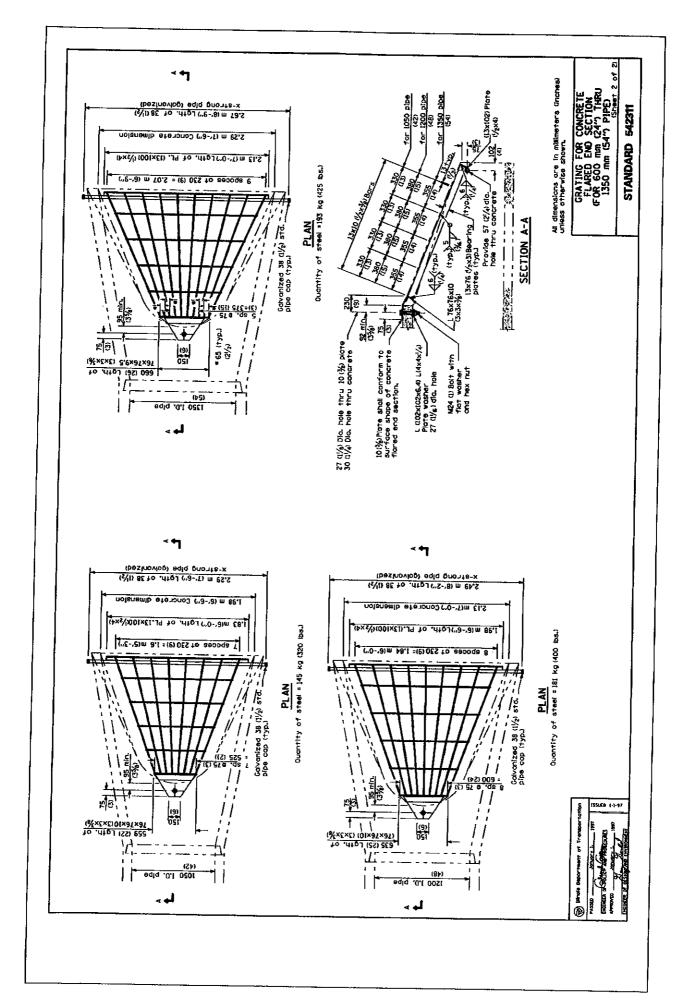
Supersedes Policy Memorandum 2001-1 dated January 1, 2001

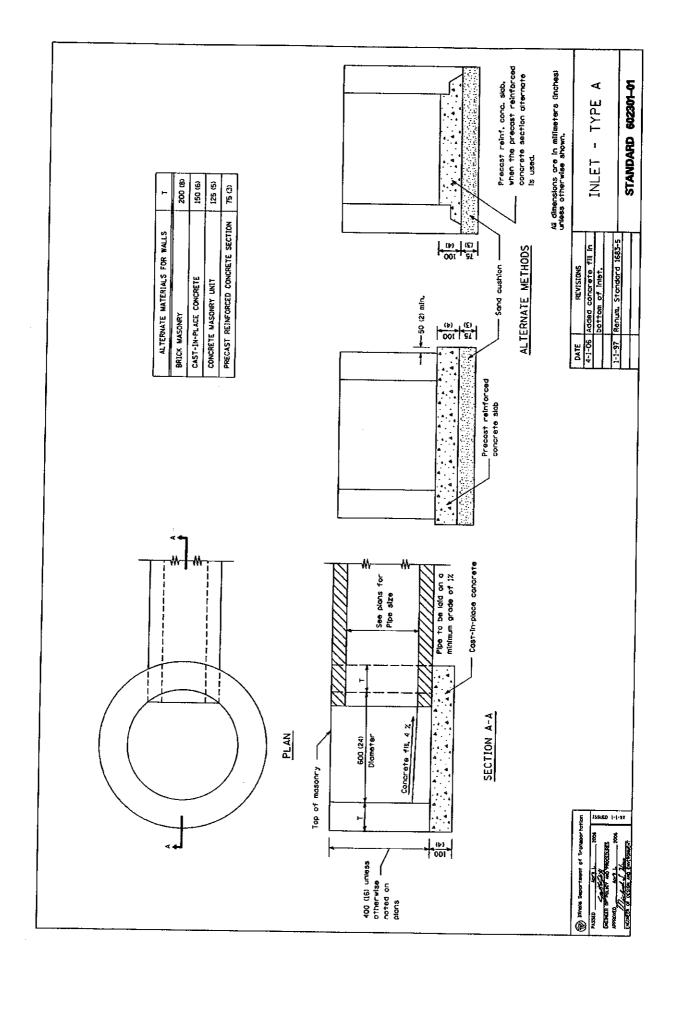
IL Project: DPA-3391 AIP Project: 3-17-0017-B18 Final Submittal

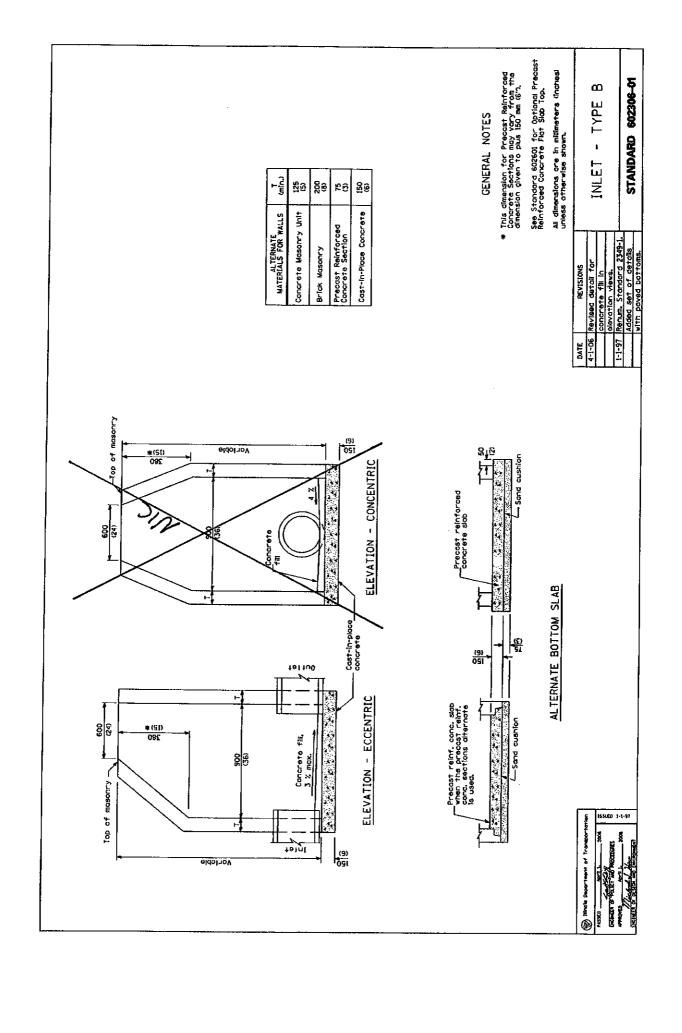
### I.D.O.T. STANDARD DRAWINGS

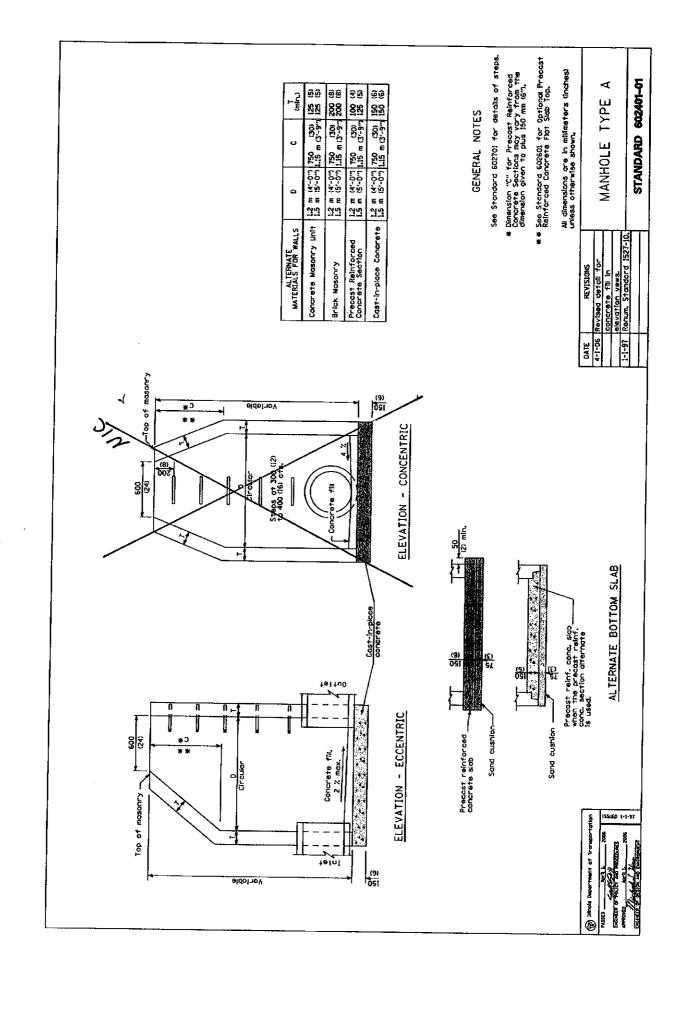


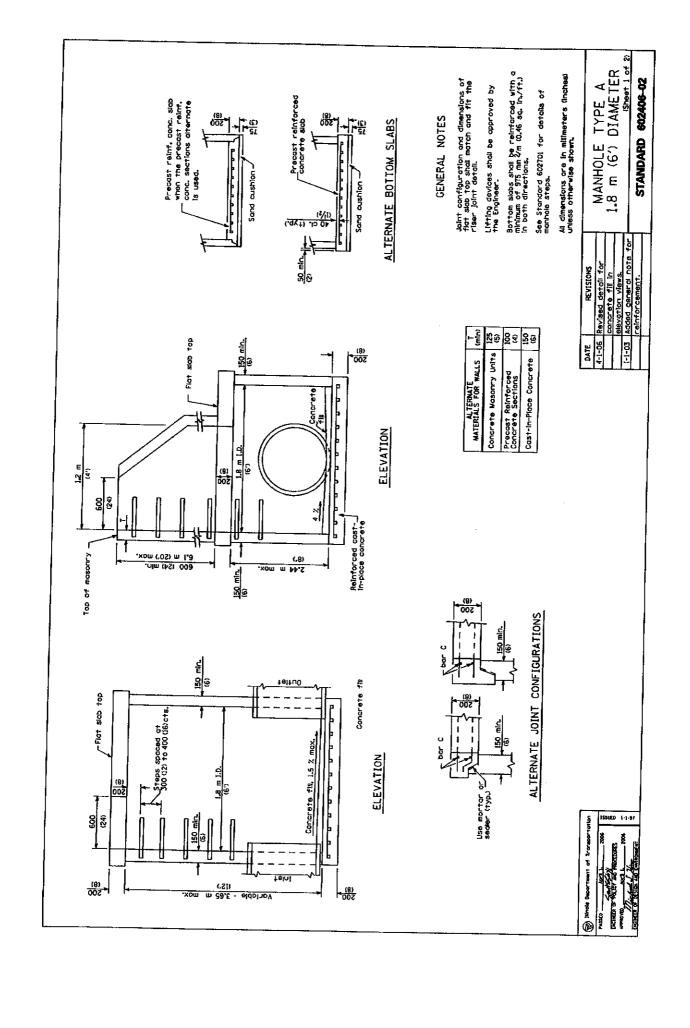


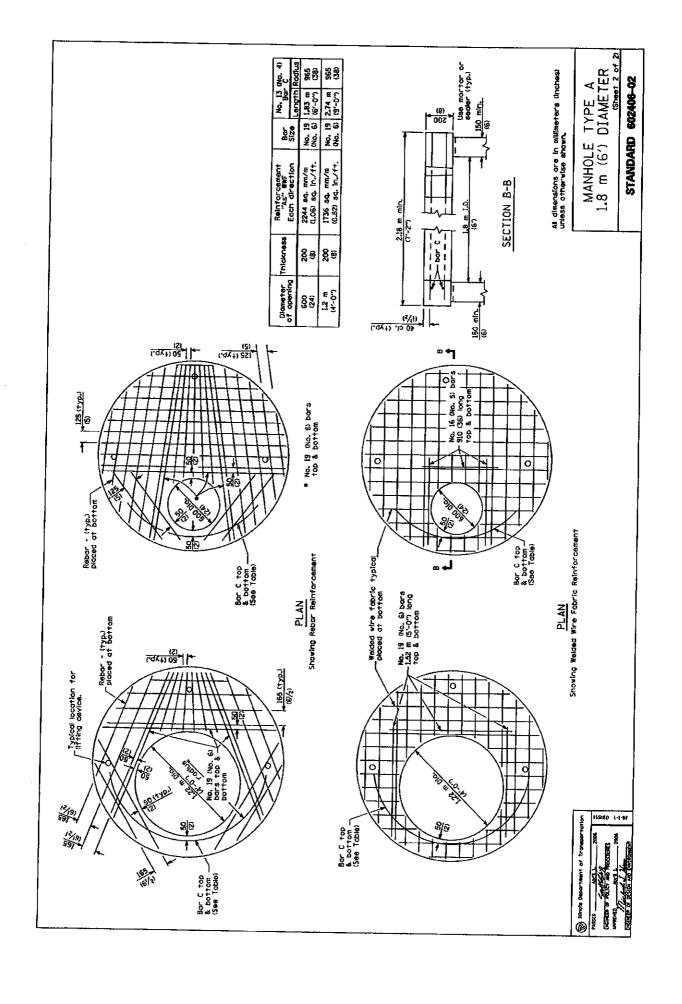


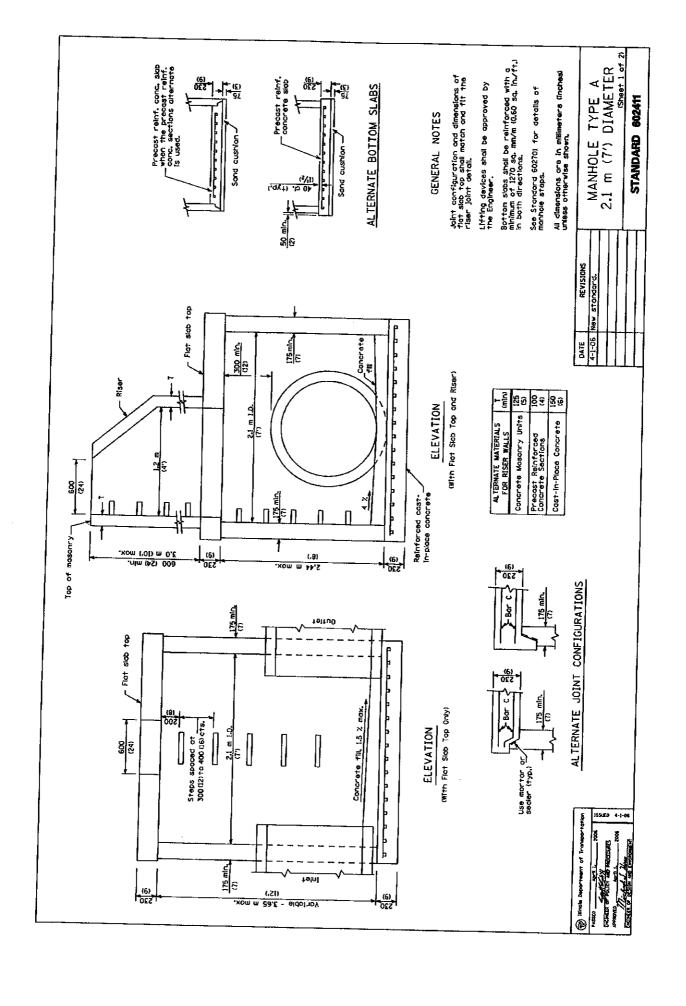


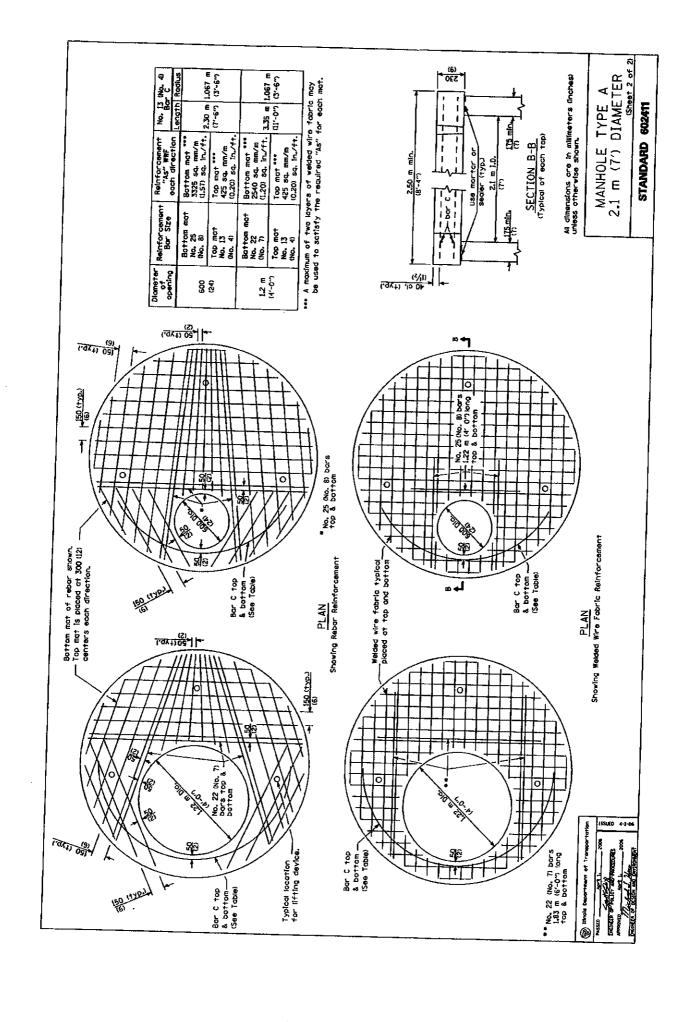


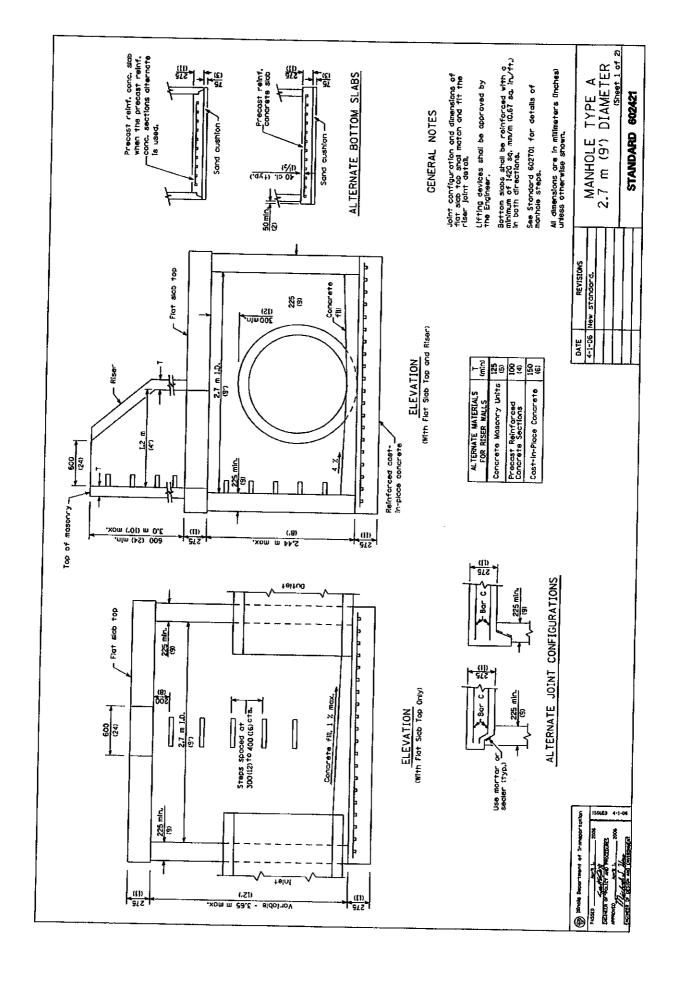


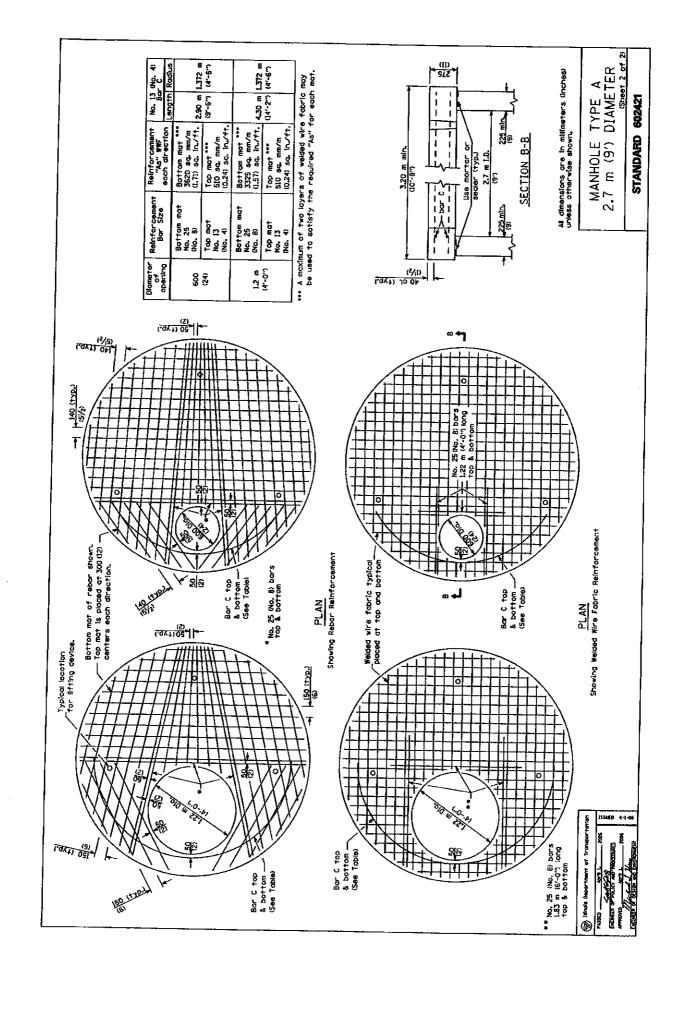


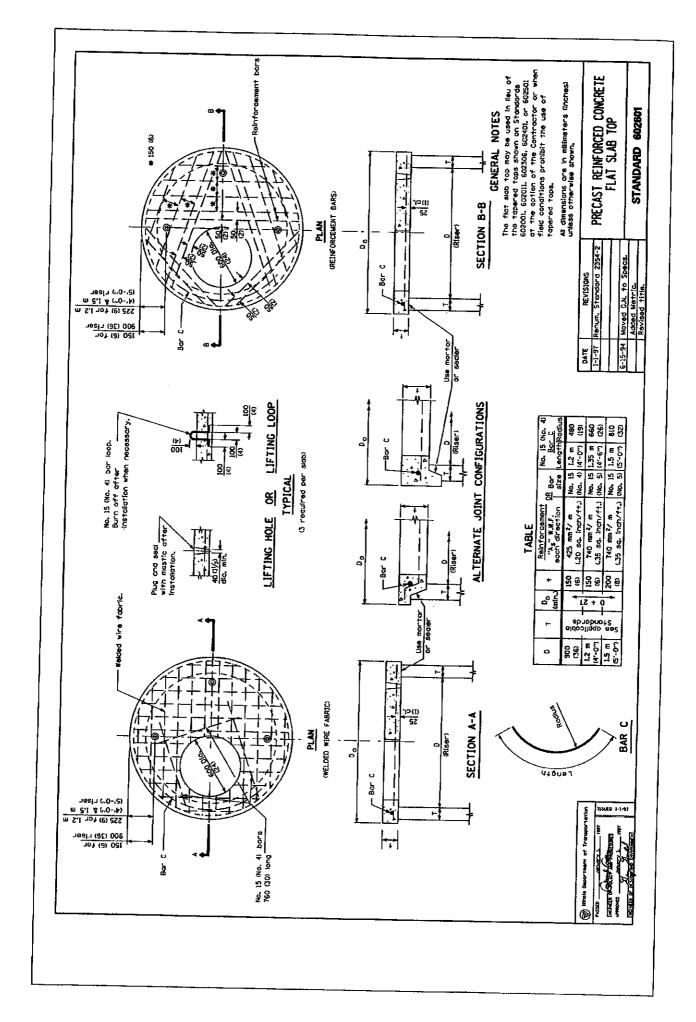


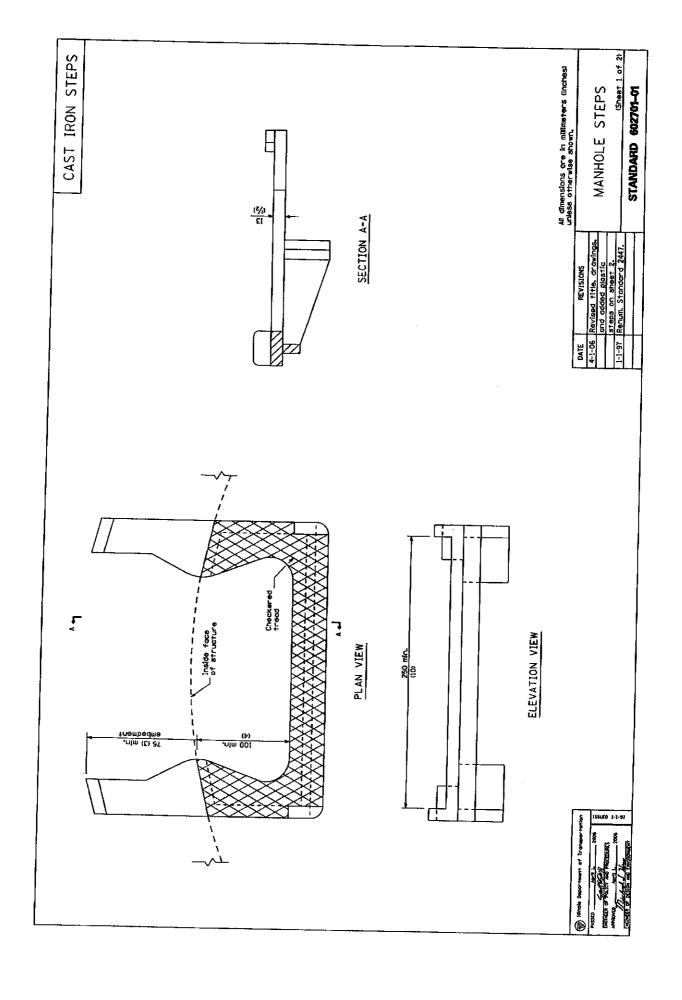


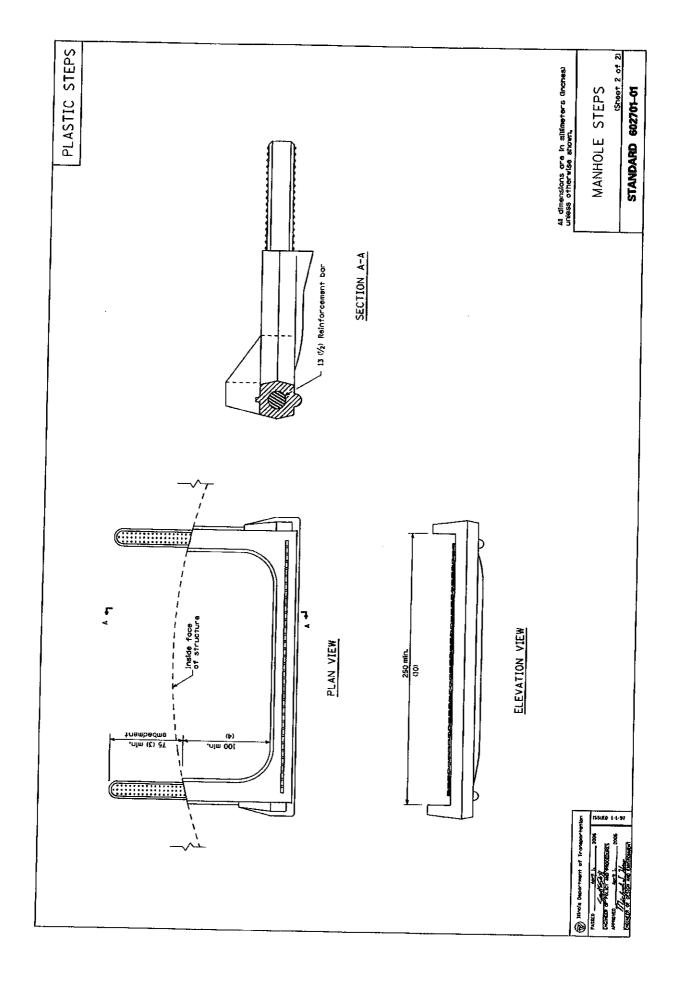


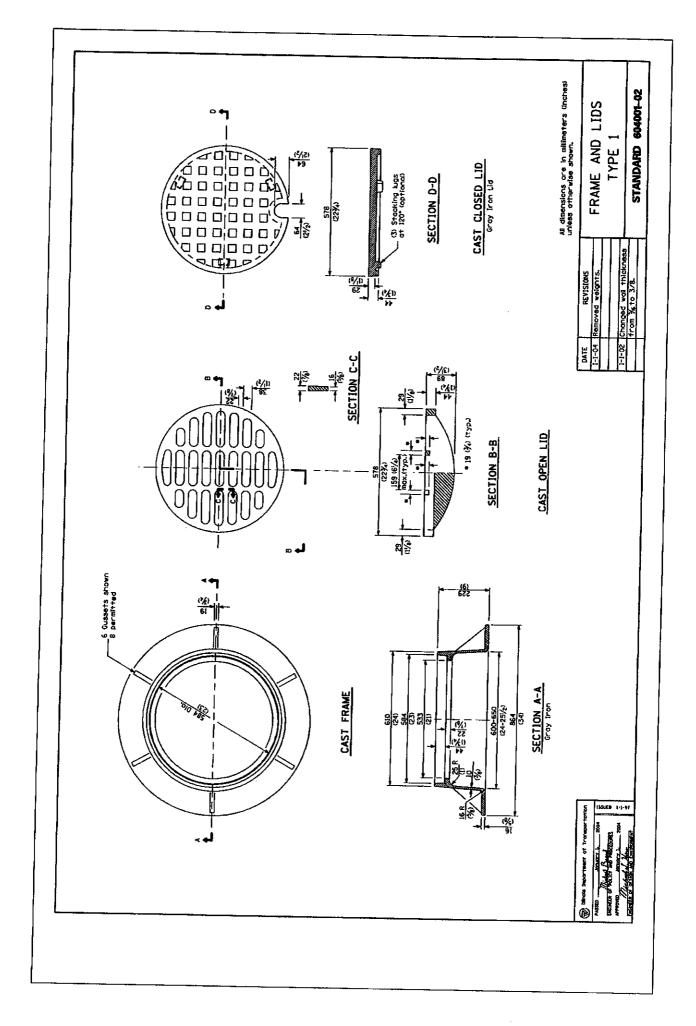












## MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

#### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <a href="http://www.dot.state.il.us/desenv/subsc.html">http://www.dot.state.il.us/desenv/subsc.html</a>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.