

**RETURN WITH BID**LETTING DATE May 16, 2008ITEM NUMBER 14A

Proposal Submitted By

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

9 Digit Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

FEIN Number \_\_\_\_\_ FAX Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**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**
**Illinois Department of Transportation**  
**DIVISION OF AERONAUTICS**
AIRPORT Greater Peoria RegionalMUNICIPAL DESIGNATION PeoriaCOUNTY DESIGNATION PeoriaILLINOIS PROJECT NO. PIA-3763FEDERAL PROJECT NO. 3-17-0080-XX
 Is the Option for Bituminous Materials  
 Cost Adjustments Selected?

 Please See Pages 71 and 72 and  
 Mark the Appropriate Box Below:

 Yes

 No

PLEASE MARK THE APPROPRIATE BOX BELOW:

 A Bid Bond is included.

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

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## INSTRUCTIONS

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

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

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

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

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

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

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

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

### **WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

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



1. Proposal of \_\_\_\_\_

\_\_\_\_\_

for the improvement officially known as:

- (a) Greater Peoria Regional 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 New Perimeter Road and Perimeter Fence - Project 1**

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 166 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

<u>Original Contract Amount</u>		<u>Daily Charge</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Calendar 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:

<u>Amount of Bid</u>	<u>Proposal Guaranty</u>	<u>Amount of Bid</u>	<u>Proposal Guaranty</u>
Up to \$5,000	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.

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



**RETURN WITH BID**

(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**

<b>Combination No.</b>	<b>Sections Included in Combination</b>	<b>Combination Bid</b>	
		<b>Dollars</b>	<b>Cents</b>

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  
 CONTRACT NUMBER - PE086

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 04/28/08  
 RUN TIME - 184716

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
PEORIA	143	04	GREATER PEORIA REGIONAL	3-17-0080-XX	PI-A -3763

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	550.000 X		=		
AR110014	4" DIRECTIONAL BORE	L.F.	140.000 X		=		
AR110501	1-WAY CONC. ENCASED DUCT	L.F.	40.000 X		=		
AR125415	MITL-BASE MOUNTED	EACH	2.000 X		=		
AR125420	TAXIWAY LIGHT INPAVEMENT	EACH	3.000 X		=		
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	10.000 X		=		
AR125904	REMOVE TAXI GUIDANCE SIGN	EACH	1.000 X		=		
AR151450	CLEARING AND GRUBBING	ACRE	1.300 X		=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	78,875.000 X		=		
AR156510	SILT FENCE	L.F.	6,176.000 X		=		
AR156511	DITCH CHECK	EACH	16.000 X		=		
AR156512	BALES	EACH	136.000 X		=		
AR162510	CLASS E FENCE 10'	L.F.	11,650.000 X		=		
AR162604	CLASS E GATE-4'	EACH	1.000 X		=		
AR162624	CLASS E GATE-24'	EACH	1.000 X		=		

GREATER PEORIA REGIONAL  
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PE086

ECMS002 DTGECM03 ECMR003 PAGE 2  
RUN DATE - 04/28/08  
RUN TIME - 184716

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR162626	CLASS E GATE - 26'	EACH	1.000 X		=		
AR162718	ELECTRIC GATE - 18'	EACH	3.000 X		=		
AR162724	ELECTRICAL GATE-24'	EACH	2.000 X		=		
AR162900	REMOVE CLASS E FENCE	L.F.	11,440.000 X		=		
AR162908	REMOVE ELECTRIC GATE	EACH	4.000 X		=		
AR162910	REMOVE CLASS E GATE	EACH	5.000 X		=		
AR201610	BITUMINOUS BASE COURSE	TON	3,525.000 X		=		
AR201630	BITUMINOUS BASE TEST SECTION	EACH	1.000 X		=		
AR209612	CRUSHED AGG. BASE COURSE - 12"	S.Y.	31,802.000 X		=		
AR401610	BITUMINOUS SURFACE COURSE	TON	3,410.000 X		=		
AR401630	BITUMINOUS SURFACE TEST SECTION	EACH	1.000 X		=		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	11,515.000 X		=		
AR602510	BITUMINOUS PRIME COAT	GAL.	9,517.000 X		=		
AR603510	BITUMINOUS TACK COAT	GAL.	2,600.000 X		=		
AR620510	PAVEMENT MARKING	S.F.	17,312.000 X		=		

GREATER PEORIA REGIONAL  
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PE086

ECMS002 DTGECM03 ECMR003 PAGE 3  
RUN DATE - 04/28/08  
RUN TIME - 184716

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR701512	12" RCP, CLASS IV	L.F.	125.000 X		=		
AR701515	15" RCP, CLASS IV	L.F.	415.000 X		=		
AR701518	18" RCP, CLASS IV	L.F.	608.000 X		=		
AR701524	24" RCP, CLASS IV	L.F.	511.000 X		=		
AR701530	30" RCP, CLASS IV	L.F.	168.000 X		=		
AR701536	36" RCP, CLASS IV	L.F.	52.000 X		=		
AR701719	RCEP SPAN 38 RISE 24	L.F.	141.000 X		=		
AR701900	REMOVE PIPE	L.F.	241.000 X		=		
AR751410	INLET	EACH	19.000 X		=		
AR751560	MANHOLE 6'	EACH	2.000 X		=		
AR751567	MANHOLE 7'	EACH	2.000 X		=		
AR751900	REMOVE INLET	EACH	2.000 X		=		
AR752412	PRECAST REINFORCED CONC. FES 12"	EACH	4.000 X		=		
AR752424	PRECAST REINFORCED CONC. FES 24"	EACH	1.000 X		=		
AR752730	P R CONC. FES EQ. ROUND SIZE 30"	EACH	2.000 X		=		

GREATER PEORIA REGIONAL  
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PE086

ECMS002 DTGECM03 ECMR003 PAGE 4  
RUN DATE - 04/28/08  
RUN TIME - 184716

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR752900	REMOVE END SECTION	EACH	13.000 X		=		
AR754410	COMB CONCRETE CURB & GUTTER	L.F.	395.000 X		=		
AR754904	REMOVE COMB CURB & GUTTER	L.F.	570.000 X		=		
AR800353	ACCESS CONTROLS	L.S.	1.000 X		=		
AR800396	GATE OPERATOR MODIFICATIONS	EACH	1.000 X		=		
AR800397	TEMPORARY FENCE	L.S.	1.000 X		=		
AR800399	6' HIGH CONCRETE MEDIAN	S.Y.	6.000 X		=		
AR901510	SEEDING	ACRE	16.000 X		=		
AR908510	MULCHING	ACRE	16.000 X		=		
AR910200	ROADWAY SIGN	EACH	5.000 X		=		
AR910400	GUARD RAIL	L.F.	1,775.000 X		=		

TOTAL \$ 

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

GREATER PEORIA REGIONAL  
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PE086

ECMS002 DTGECM03 ECMR003 PAGE 5  
RUN DATE - 04/28/08  
RUN TIME - 184716

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.

**RETURN WITH BID**

**THE PRECEDING SCHEDULE OF PRICES MUST BE**

**COMPLETED AND RETURNED.**

**RETURN WITH BID**

**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 \$150,700.00. Sixty percent of the salary is \$90,420.00.

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.

## RETURN WITH BID

### **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.

## RETURN WITH BID

### **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.

## RETURN WITH BID

### **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.

## RETURN WITH BID

### **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.

**RETURN WITH BID**

**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. Addenda**

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

**J. 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.

**K. Apprenticeship and Training Certification (Does not apply to federal aid projects)**

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontracted work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

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N/A (Federal)

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

**RETURN WITH BID**

**L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements**

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

**M. Disclosure of Business Operations in Iran**

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

(1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.

(2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Act.

Failure to make the disclosure required by the Act shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

Company has no business operations in Iran to disclose.

Company has business operations in Iran as disclosed in the attached document.

**RETURN WITH BID**

**N. PA 95-0635 SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP)**

Effective January 1, 2008

This Public Act requires that all contractors and subcontractors on Prevailing Wage Projects have a SAPP, meeting certain requirements, in place before starting work.

The as read low bidder is required to submit a correctly completed SAPP Certification Form BC 261 within seven (7) working days after the Letting. The Department will not accept a SAPP that does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to failure to comply the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, may deny authorization to bid the project if re-advertised for bids and may not allow the bidder to participate on subsequent Lettings.

Submittal and approval of the bidder's SAPP is a condition of award.

The SAPP is to be submitted to:

Department of Transportation  
Division of Aeronautics  
Attn: Chief Engineer  
1 Langhorne Bond Drive  
Capital Airport  
Springfield, IL 62707-8415.

Telephone number (217) 785-8514

Telefax number (217) 785-4533

It is the bidder's responsibility to obtain confirmation of delivery.

The requirements of this Public Act are a material part of the contract, and the contractor shall require this provision to be included in all approved subcontracts. The contractor shall submit the correctly completed SAPP Certification Form BC 261 for each subcontractor with the Request for Approval of Subcontractor.

# RETURN WITH BID

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

### C. Disclosure Form Instructions

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

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

## CERTIFICATION STATEMENT

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

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the 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 per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT 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 nonresponsive and the bid will not be accepted.*

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

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

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

**D. Bidders Submitting More Than One Bid**

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

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

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form A  
Financial Information &  
Potential Conflicts of Interest  
Disclosure**

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
stock _____	sole proprietorship _____
partnership _____	other: (explain on separate sheet): _____
% or \$ value of ownership/distributable income share: _____	

**2. Disclosure of Potential Conflicts of Interest.** Check “Yes” or “No” to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is “Yes”, please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.  
Yes \_\_\_\_\_ No \_\_\_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  
Yes \_\_\_\_\_ No \_\_\_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_\_\_ No \_\_\_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter  
Yes \_\_\_\_\_ No \_\_\_\_\_

**RETURN WITH BID/OFFER**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_\_ No \_\_\_\_\_

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes \_\_\_\_\_ No \_\_\_\_\_

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_\_ No \_\_\_\_\_

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_\_ No \_\_\_\_\_

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_\_ No \_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.**

Completed by:

\_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Date

**NOT APPLICABLE STATEMENT**

**I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form B  
Other Contracts &  
Procurement Related Information  
Disclosure**

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

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

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

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

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

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

**THE FOLLOWING STATEMENT MUST BE SIGNED**

_____	
Name of Authorized Representative (type or print)	
_____	
Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

## **RETURN WITH BID**

### **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.



**RETURN WITH BID**

**PART II. WORKFORCE PROJECTION - continued**

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

The 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 III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
  - Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
  - Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

**RETURN WITH BID**

**CERTIFICATIONS REQUIRED BY STATE AND/OR FEDERAL LAW.** 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. Steel and manufactured products. 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. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
  
3. Cost of Components. 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)

**RETURN WITH BID**

**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

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**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 one 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 each 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).**

## RETURN WITH BID

### 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., May 16, 2008. 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 New Perimeter Road and Perimeter Fence - Project 1**

- 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 N/A at the Greater Peoria Regional Airport administration building. For engineering information, contact Chuck Taylor of Crawford, Murphy and Tilly, Inc. at (217) 572-1037.
- 6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 16.0%.
- 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 April 24, 2008 and the Construction Plans dated April 24, 2008 as approved by the Department of Transportation, Division of Aeronautics.

## RETURN WITH BID

- 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 three years 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, by 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.

## **RETURN WITH BID**

**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 166 calendar days. The contract time was determined assuming that the gas line work (by others) will occur during the first 35 calendar days.

**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.

**RETURN WITH BID**

**PROPOSAL SIGNATURE SHEET**

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

Firm Name \_\_\_\_\_

(IF AN INDIVIDUAL)

Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Firm Name \_\_\_\_\_

By \_\_\_\_\_

(IF A CO-PARTNERSHIP)

Business Address \_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

Corporate Name \_\_\_\_\_

Corporate Seal

By \_\_\_\_\_

President

(IF A CORPORATION)

Attest \_\_\_\_\_

Corporate Secretary

Business Address \_\_\_\_\_

Name of Corporate Officers:

\_\_\_\_\_  
President

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Treasurer

**NOTARY CERTIFICATION**

STATE OF ILLINOIS,

**ALL SIGNATURES MUST BE NOTARIZED**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that \_\_\_\_\_

\_\_\_\_\_ AND \_\_\_\_\_

(Insert names of individual(s) signing on behalf of bidder)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of the bidder, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_ (Seal)

Notary Public



Return with Bid

Division of Aeronautics
Proposal Bid Bond
(Effective January 1, 2002)

Item No. 14A
Letting Date: May 16, 2008

Airport: Greater Peoria Regional Airport
Ill. Proj. No. PIA-3763
Fed. Proj. No. 3-17-0080-XX

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

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

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

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

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

their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: \_\_\_\_\_ (Signature & Title)

By: \_\_\_\_\_ (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

State of Illinois )
) ss:
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for uses and purposes therein set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_

My commission expires \_\_\_\_\_ (Notary Public)

In lieu of completing the above section of the Proposal Bid Form, the PRINCIPAL may file an Electronic Bid Bond. By signing below, the PRINCIPAL is ensuring the identified electronic bid bond has been executed and the PRINCIPAL and SURETY are firmly bound to the SPONSOR through its AGENT under the conditions of the Bid Bond as shown above.

Electronic Bid Bond ID#

Company/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

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## 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.



**Illinois Department of Transportation**

## CONTRACT REQUIREMENTS

(1) Airport Improvement Program projects. 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) Consent of Assignment. 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) Veterans Preference. 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) Withholding: Sponsor from Contractor. 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) FAA Inspection and Review. 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) Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in Paragraphs (1), (3), (4), (5), (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.

(10) Certification of Eligibility.

(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 Contractor's 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

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## SECTION 1

### PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

#### 1-02 PREQUALIFICATION OF BIDDERS.

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

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

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

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

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

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

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

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

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

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

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

1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities 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 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter, that his bid has been accepted, and that he has been awarded the contract.

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

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

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

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

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

	Goal (percent)
Female Utilization.....	... 6.9

APPENDIX B

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

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

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

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APPENDIX B (CONTINUED)

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

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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.

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

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- 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 or 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.
- l) 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.
- o) 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.

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- 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).

Revised 08-31-83

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. FEDERAL OBLIGATION: 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. CONTRACTOR ASSURANCE: 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 22.7% 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 **16.0%** 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. DBE LOCATOR REFERENCES: 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](http://www.dot.state.il.us).
- VI. BIDDING PROCEDURES: 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 contract. 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.
1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  4. (a) Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
  5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  7. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- B. If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will

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

- C. The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415 (Telefax: 217-785-4533). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the 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.

- 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 or annually).

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.

Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters - Primary Covered Transactions

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

Control of Materials: 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.

**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 <http://www.dot.state.il.us/desenv/delett.html>.

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 <http://www.dot.state.il.us/desenv/subsc.html>.

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

## BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: December 1, 2006

Description. For projects with at least 1200 tons of work involving applicable bituminous materials, cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_p - BPI_L \times (\%AC_v / 100)) \times Q$$

Where: CA = Cost Adjustment, \$.  
BPI<sub>p</sub> = Bituminous Price Index, as published by the Department @ <http://www.dot.il.gov/desenv/asphaltpi.html> for the month the work is performed, \$/ton.  
BPI<sub>L</sub> = Bituminous Price Index, as published by the Department @ <http://www.dot.il.gov/desenv/asphaltpi.html> for the month prior to the letting, \$/ton.  
%AC<sub>v</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>v</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>v</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>v</sub>.  
Q = Authorized construction Quantity, tons (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x (G<sub>mb</sub> x 46.8) / 2000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the base, leveling and surface courses to account for their different G<sub>mb</sub> and % AC<sub>v</sub>.

For bituminous materials measured in gallons: Q, tons = V x 8.33 lb/gal x SG / 2000

Where: A = Area of the HMA mixture, sq yd.  
D = Depth of the HMA mixture, in.  
G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.  
V = Volume of the bituminous material, gal.  
SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>p</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_p) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Added 12/01/2006

# Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract?

Yes

No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Added 12/01/2006

SECTION III  
Special Provisions

For

Construct New Perimeter Roadway and Perimeter Fence- Project 1

ILL. PROJ. PIA-3763  
AIP PROJ. 3-17-0080-XX

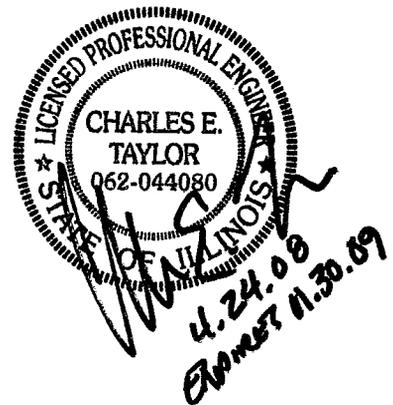
At

GREATER PEORIA REGIONAL AIRPORT  
PEORIA, ILLINOIS

April 24, 2008

Prepared By:

CRAWFORD, MURPHY & TILLY, INC.  
Consulting Engineers  
One Memorial Drive, Suite 500  
St. Louis, MO 63102



GENERAL

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Projects, Rules and Regulations, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Division of Aeronautics, and the representatives of the Metropolitan Airport Authority of Peoria for the improvements at the Greater Peoria Regional Airport Peoria, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “**Standard Specifications for Construction of Airports**”, State of Illinois Department of Transportation, Division of Aeronautics, dated January 1985, and the “**Supplemental Specifications and Recurring Special Provisions**”, dated July 1, 2004, State of Illinois Department of Transportation, Division of Aeronautics, indicated on the check sheet herein shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. As noted within the Special Provisions, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2007 shall apply.

The Standard Specifications can be obtained from the Illinois Department of Transportation, Division of Aeronautics website at <http://dot.state.il.us/aero/specsconst.pdf> or from the Division.

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## RECURRING SPECIAL PROVISIONS

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## DIVISION 1 - GENERAL PROVISIONS

### 20-05 MAINTENANCE OF TRAFFIC

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

The contractor shall be required to provide radio control on this project; he shall, prior to construction initiation, schedule a meeting with his personnel and the air traffic control tower supervisor (309-697-0751) in order for the contractor's personnel to become familiarized with ATCT communication practices, procedures, and requirements.

The Contractor shall provide and maintain construction entrance signage on all public use roads intended to be used by his operations as required by the City of Peoria, Bartonville Township and Peoria County Highway Department. The Contractor shall be responsible for coordinating all hauling and access on City, township or county roads with the agency responsible for the roadway.

### 30-04 COOPERATION OF CONTRACTOR

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

### 30-05 COOPERATION BETWEEN CONTRACTORS

REVISE: The first sentence of the second paragraph to read:

The contractor shall plan and conduct his work so as not to interfere or hinder the progress of work being performed by other contractors or Airport personnel.

ADD: Other contracts may be under construction concurrently resulting in more than one Contractor working on the airport at the same time.

Ameren CILCO will be relocating an existing gas line and existing electrical facilities within the footprint of the work. the contractor shall schedule construction operations to allow for the relocation of these critical items.

The Contractor shall acquaint himself with all other contracts prior to bidding and shall cooperate with Airport management and any other contractors who may be working on other contracts.

### 30-06 CONSTRUCTION LAYOUT

#### RESPONSIBILITY OF THE RESIDENT ENGINEER

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

- A. The Resident Engineer will locate and reference four (4) control points within the limits of the project.

- B. A benchmark has been established along the project outside of construction lines.

ADD: As paragraph M:

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

#### RESPONSIBILITY OF THE CONTRACTOR

ADD:

- H. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.
- I. Construction layout shall not be paid for separately, but shall be considered incidental to the pay item for which the layout is required.

#### 30-12 LOAD RESTRICTIONS

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

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

#### 30-13 MAINTENANCE DURING CONSTRUCTION

ADD: Waste and loose material capable of causing damage to aircraft landing gears, propellers or engines should not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work.

Material tracked onto public streets shall be removed continuously during the work.

#### 30-18 PLANS AND WORK DRAWINGS

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

**PROJECT LOCATION: Greater Peoria Regional Airport, Peoria, IL**

**PROJECT TITLE: Construct Perimeter Road and Fence- Project 1**

**PROJECT NUMBERS: Illinois Project: 3763 / AIP Project: 3-17-0080-XX**

**CONTRACT ITEM: (Pay Item Name & Number)**

**SUBMITTED BY: (Contractor/Subcontractor Name)**

**DATE:(Date of Submittal)**

30-19

SECURITY AND MAINTAINING THE EXISTING AIRPORT PERIMETER FENCE LINE

**Maintaining the security requirements of the Airport shall be a primary concern for the Contractor.**

**At no time are unsupervised gaps or openings permitted in the airport fence line.**

The Contractor will be responsible for maintaining airport security by maintaining the airport perimeter fence line at all times during the course of the work. All work shall be approved by the TSA and the Airport Operations Office. The Contractor shall maintain the existing airport perimeter fence line during the course of the work according to one of the following two methods:

- A. Temporary Fence.** Prior to removing a segment of the airport perimeter fence, a temporary fence, shall be erected. The temporary fence shall be erected around the limits of the fence segment to be removed so the perimeter fence line is always continuous and there are no openings or breaks in the airport perimeter fence line. The ends of the temporary fence shall be connected to the existing fence outside the limits of the fence segment designated for removal. The temporary fence shall be portable chain-link fencing, minimum 2 inch, 9 –gauge galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe post; minimum 2-3/8 inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails or approved substitute. Provide concrete bases for supporting posts. Minimum 700' of temporary fence shall be required.
- B. Guarded Opening.** A temporary opening, no greater than 24', is permitted in the airport fence line if it is guarded and supervised by a Contractor employee that has been issued a Security badge by the Greater Peoria Regional Airport. **Unguarded openings in the airport perimeter fence line are not permitted under any circumstances.** Openings in the perimeter fence line are permitted as long as a badged person employed by the Contractor is present to guard the removed segment of airport perimeter fence to prohibit unauthorized persons from gaining access and entering airport property. If all badged contractor personnel (badges) must depart the work area, a temporary fence meeting the requirements presented above shall be erected (prior to all badges departing the work area).

The Contractor shall supply a 24-hour emergency contact that is capable of providing emergency fence repair.

Fines can be levied against the Contractor by the Transportation Security Administration (TSA) for negligence if the airport security is compromised and the airport perimeter fence line is not maintained as specified above. Fines can also be levied against the contractor for failure to cooperate with the airport management as required to maintain airport security.

40-05

RESIDENT ENGINEER'S FIELD OFFICE

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

40-11 CERTIFICATION OF MATERIALS SUPPLIED TO THE CONTRACT

ADD: The Contractor shall certify all materials contained in the contract. Letters of certification intended to verify that materials conform to the requirements of the contract shall be submitted to the Resident 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 to the project site.

**The certifications shall be submitted as a part of the shop drawing submittal.**

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

The cost of providing the required material documentation and certifications shall not be paid for separately, but shall be considered incidental to the associated item.

All submittals shall contain the following information:

<b>PROJECT LOCATION:</b>	Greater Peoria Regional Airport
<b>PROJECT TITLE:</b>	Construct Perimeter Road and Fence- Project 1
<b>PROJECT NUMBERS:</b>	Illinois Project: PIA-3763 AIP Project: 3-17-0080-XX
<b>CONTRACT ITEM:</b>	(i.e., AR751410 - Inlet)
<b>SUBMITTED BY:</b>	(Contractor/Subcontractor Name)
<b>DATE:</b>	(Date of Submittal)

50-10 BARRICADES, WARNING SIGNS & HAZARD MARKERS

ADD: After the second paragraph:

Barricades shall be provided and conform to IDOT Division of Highways Specifications and Standards 702001-02 and 702001-03 for Type I or Drum barricades. The barricades shall be lighted with a flashing red light and be marked with 20" x 20" orange colored flags. Barricades for the roadway work shall be as specified by the township or as required by IDOT standards.

The Contractor shall be required to provide a 24-hour phone number for emergency barricades and barricade lighting maintenance.

Contractor identification shall be displayed on both sides of all contractor vehicles by labeling painted on the vehicles or by magnetically attached signs.

The contractor shall provide, install and maintain any warning signs (trucks entering highway, etc) as required by the County Superintendent of Highways, the Township Road Commissioner and the City of Peoria and/or the responsible agency that maintains the roadway. The cost to the warning signage as required by the agency responsible for the roadway for the duration of the contract shall be at no additional cost to the contract.

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

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

Utility Service or Facility	Person to Contact	Contact Phone
FAA Control & Communications Cable	Airways Facility Unit	1-309-697-1363
Airfield Lighting Cables	John Backer	1-309-697-8272
Sanitary Sewer	Greater Peoria Sanitary District	1-309-637-3511
Electric Cables	JULIE	1-800-892-0123
Water	John Backer	1-309-697-8272
Telephone Cables	JULIE	1-800-892-0123
Gas Lines	JULIE	1-800-892-0123
Water Lines	JULIE	1-800-892-0123
ILANG Communications Cables	Capt. Alan Knabe	1-309-633-3014

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

60-05 LIMITATION OF OPERATIONS

ADD: A minimum distance of 115' shall be maintained between construction operations and the centerline of all active taxiways and taxilanes; 250' from centerline of active runways and 600' from the end of active runways. These limits constitute an area referred to as the aircraft operations area (AOA). If work occurs within these limits, the pavement shall be closed prior to the work commencing.

It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

60-09 FAILURE TO COMPLETE ON TIME

ADD: Liquidated damages shall be \$400 per day for each calendar day beyond the number of calendar days specified in the contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the owner of any of its rights under the contract.

60-13 CONTRACTOR'S ACCESS TO AIRFIELD

ADD: The Contractor activity on the airfield shall be limited to the limits of construction identified on the construction activity plan and site plan drawings. Beyond the limits of construction, the Contractor shall not have access to any part of the active airfield pavements (runways, aprons or taxiway) with any equipment or by any personnel without the approval of the Airport management.

60-15 SECURITY DURING CONSTRUCTION

The Contractor shall maintain security on the Airport as specified or as directed by Airport Management including adhering to all provisions of federal security regulations and all security requirements in the Airport Security Program and airport policies.

The project area lies entirely within the airport's security fence. Access to this area is only by airport issued access cards. No access point may be left unsecured and unattended at any time. During hauling operations and those requiring the access gate to remain open a security guard must be posted to maintain the security of the airport perimeter. The security guard must obtain an airport issued ID as specified below. The security guard must verify each vehicle and persons in the vehicle are authorized entry to the airport by use of authorized access lists and stop lists provided by the contractor and the airport.

The Contractor's Superintendent, Foremen, Security Guards, Flagmen, and any other employee directed by Airport Management, must display a current photo I.D. badge, issued by the Airport. To obtain the photo I.D. badge for any of the Contractor's employees, the following is required:

- a. The Contractor will be responsible for certifying that all employees needing access and requesting an access ID are currently employed and require access by providing authorized signature forms and authorized subcontractor and employee lists directly to the Airport Security Coordinator.
- b. Each ID applicant must submit to a fingerprint based FBI Criminal History Records Check and successfully pass with no disqualifying crimes or the applicant will be prohibited from working in the secured area of the airport. A fingerprint fee will apply for each applicant
- c. The employee must complete an Airport Safety and Security Training Session before issue of their ID.
- d. The contractor will be responsible for all fees and costs associated with fingerprinting, issue of cards, and required security training for each applicant.

All ID applicants must complete their fingerprint checks and training before reporting for work. Due to the nature of the CHRC process and training requirements the contractor is urged to have employees report to the Operations Office as soon as practical.

The Contractor shall submit a list of subcontractor a minimum of 10 days prior to the preconstruction meeting. Subcontractor shall have the same badging requirements as the prime contractor.

In addition, the Airport Security Coordinator will require that all Security Guards undergo additional training necessary to meet the Airport's security needs.

The Contractor is responsible for payment of Transportation Security Administration fines and penalties resulting from security infractions perpetrated by, caused by, or permitted by his personnel or work forces of his subcontractors or suppliers.

All costs relating to the Contractor's security shall be the responsibility of the Contractor.

**ITEM AR150510 – ENGINEER’S FIELD OFFICE**

**Check Sheet #5**

**ENGINEER’S FIELD OFFICE**

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

ADD:

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

**BASIS OF PAYMENT**

150-3.1 Payment will be made under:

Item AR150510 – Engineer’s Field Office – per lump sum.

## ITEM 108 – INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

### DESCRIPTION

108-1.1 DELETE: This section and replace with:

ADD: This item of work shall consist of the underground installation of 5,000 V cables in unit duct or unit duct in conduit at the locations shown in the plans and in accordance with these specifications.

This item shall also include the installation of 600V rated power cables in conduit at the locations shown on the plans and in accordance with these specifications. Note: This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

This item shall also include the installation of multi-conductor control cables in conduit at the locations shown on the plans and in accordance with these specifications. Note: This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

This item shall also include the installation of telephone cables in conduit and direct bury at the locations shown on the plans and in accordance with these specifications. Note: This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

This item shall also include the installation of multi-conductor fiber optic cable in conduit and direct bury at the locations shown on the plans and in accordance with these specifications. Note: This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

The hand-digging and trenching or plowing of this cable will be considered incidental to the contract unit prices of the proposed cable and no additional compensation will be allowed.

Contractor shall color code all airfield lighting cables in ducts, manholes and the vault as directed by the Engineer or Airport. All costs of color coding shall be considered incidental to the contract unit price for the associated item.

### EQUIPMENT AND MATERIALS

108-2.1 GENERAL

ADD:

(a) Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53 (latest edition), Airport Lighting Equipment Certification Program.

(e) Shop drawings and certifications shall be submitted for all components of this section.

108-2.2 CABLE

ADD:

**600V POWER CABLES:** Cable shall be THHN/THWN, 600 Volt rated, sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 83. Cables shall be rated 90°C in dry locations 75°C in wet locations.

**MULTI-CONDUCTOR SHIELDED CABLE:** Multi-Conductor Shielded Cable shall be used where required or shown on plans. Cable construction shall be number of conductors as shown on the Plans or as required by equipment supplier, tinned copper, polyethylene insulated, have #14 or #18 AWG stranded conductors as indicated on plans or as required by equipment manufacturer, with tinned copper drain wire and aluminum-polyester shield with 100% coverage. Overall jacket shall be polyvinyl Chloride (PVC). Cables shall be 60°C, 300 V (min.) rated and U.L. recognized.

**TELEPHONE CABLE:** Telephone cable shall match existing cable from existing Gate #7 to Byerly Hangar and shall be REA PE-39, gopher resistant cable, suitable for direct burial, Essex Wire & Cable #CASPIC-F, or equivalent.

**FIBER OPTIC CABLE:** The cable shall contain the required number of fiber optic conductors for proper operation. Optical fiber shall be coated with a suitable material to preserve the intrinsic strength of the glass. Each fiber shall be protected by a protective tube, a jacketed strength member, and an exterior jacket. Conductors shall be multi-mode, graded index, solid glass waveguides. Each fiber shall have a nominal core diameter of 62.5 micrometers. The outside diameter of the glass-cladded fiber shall be nominally 125 micrometers, and shall be concentric with the fiber core. The numerical aperture for each optical fiber in the cable shall be a minimum 0.275 for 62.5 micron cables. The cable shall have transmission window centered at 820 nanometer wavelength. The attenuation at 820 nanometers shall be 3.75 dB/Km for 62.5 micro cables. The minimum bandwidth for either cable shall be 100 MHZ-Km. All cable shall be from the same manufacturer, of the same cable type, and of the same size. Each fiber shall be continuous with no factory splices. FO cable shall be certified to meet all parts of EIA 455. Cable shall be suitable for direct burial and shall be armored.

#### 108-2.4 CABLE CONNECTIONS

ADD:

- (b) Below-Grade 600V Splice. Where 600V cable splices are made in handholes or direct burial, they shall be in-line splices, ILSCO USPA-350SS-DB, or equivalent. Splices shall be waterproof and UL listed for direct burial.

ADD:

- (e) Above-Grade 600V Splice. For splices of 600V cable above grade in junction boxes or equipment enclosures, the connectors shall be Buchanan B-Cap "Twist & Seal" wire connectors, or equivalent. Connectors shall be rated for 600 Volt maximum. Connectors shall be pre-filled with an epoxy sealant that hardens after twisting/mixing to form a permanent bond. Connectors shall be water, vibration, and corrosion resistant. Connector shall utilize a live-action, square-wire spring. Connector Shell shall be rated for 105° C. Connector shell shall be flame-retardant nylon.
- (f) Telephone Cable Splice. Where new telephone cable is spliced to existing telephone cable at existing Gate #7, the Contractor shall use a direct burial splice kit suitable for use with the telephone cable.

- (g) Fiber Optic Cable Splice. Permanent splices of new fiber optic cables to existing fiber optic cables at existing Gate #7 shall be as recommended by cable manufacturer to meet requirements described in Construction Methods, below.

In 5KV series circuit cable, to further reduce the possibility of water (moisture) entrance into the connector between the cable 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 of 5KV series circuit wiring shall be at manholes, handholes, splice cans or light bases. **No direct burial splicing will be allowed.**

All ground wire splice connections below grade and ground wire connections to copperclad ground rod shall be of exothermic welded type connection, Caldwell, or equal.

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. Should the unit duct or conduit be damaged, it shall also be replaced between pull points at no cost to the contract.

In line connections for existing cables to be spliced or those which 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 sleeve.

#### 108-2.6 UNIT-DUCT

ADD: Unit duct shall be 1" diameter.

### CONSTRUCTION METHODS

#### 108-3.1 GENERAL

ADD: Locations at which unit-duct may need spliced, the Contractor shall use a larger diameter unit-duct than existing unit-duct. The unit-duct shall be overlapped and sealed using heavy shrink tubing to the satisfaction of the Engineer.

#### 108-3.8 SPLICING

ADD: The Contractor shall cast splicing kits and equipment as described in Article 108-2.4 for the type of cable being spliced.

Any splices made inside the electric handholes shall be series 82-B1 Scotchcast or 90-B1 Scotchcast cast splice kits as manufactured by 3M or equal. The Contractor shall provide shop drawings for splicing methods and cast splicing kits. The Contractor shall also leave a minimum of 30 inches of slack on each side of the cable being spliced. The cost of splicing shall be incidental to the cost of the installation of underground cables.

Fiber Optic Cable Splices. Permanent splices shall be made using the method recommended by the cable manufacturer. All cable ends shall be protected at all times with end caps except during actual splicing. During the splicing operations, means shall be provided to protect the unspliced portions of the cable from the intrusion of moisture and other foreign matter.

**Fiber optic cable shall be tested before and after splicing. There shall be less than 0.2 dB loss per splice, for a total maximum dB loss per fiber optic cable of less than 0.4 dB.**

#### 108-3.10 TESTING

Two types of tests are to be conducted on each existing circuit which is to be added to or modified, **before** any work is performed, as follows:

- (a) Disconnect the cables from the constant current regulator and measure the end to end conductor resistance of the airfield lighting cable loop using an ohmmeter and record the measured value. Compare the measured value with the value calculated by multiplying the total cable length (in thousand feet) times the published cable resistance in Ohms per thousand feet. Large discrepancies, 1k Ohms or more, indicate faulty connections, splices, or bad cable.
- (b) With the airfield lighting cables disconnected, measure the cable insulation resistance, from the conductor to ground, using a 500V minimum megohm meter (megger). Test each cable for a minimum of one minute to allow readings to stabilize before recording the test values. For new cable, insulation resistance should be 50 megohms for cable less than 10,000 feet long, 40 megohms for cable 10,000 to 20,000 feet long and 30 megohms for cable over 20,000 feet long. For cables 20 years old, the values would be approximately 0.5 megohms, 0.4 megohms and 0.3 megohms respectively and values less than these indicate faulty cable insulation, connectors, splices or a damaged cable.

If test measurements indicate a faulty existing cable, notify the Owner so repairs can be made.

New cables or cable segments shall be tested after installation as defined in (a) and (b) above. New cable insulation resistance should measure a minimum of 50, 40, or 30 megohms, depending upon length, as described in (b) above.

New cables installed by the Contractor that do not meet the requirements above shall be replaced by the Contractor at his expense.

#### 108-3.14 LOCATING EXISTING CABLES

ADD: Prior to any earthmoving activities, the Contractor shall be required to expose any existing cables within the project area at critical locations. The critical locations shall include, but not be limited to, edge of proposed pavement, bottom of drainage ditches or swales, and near the installation of new equipment. The Contractor shall expose the cables by potholing, hand digging or other methods as approved by the Resident Engineer and Owner. The elevation of the cables shall be noted and compared to final subgrade elevation to determine possible conflicts. The cost of this work shall be considered incidental to the contract items.

#### METHOD OF MEASUREMENT

- 108-4.1 ADD: No measurement for payment will be made for the trenching for cable. The cost of installation in trenches, all connections, and splices shall be included in the unit price bid for the measured cable in place.

Multi-Conductor Control Cable. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

Telephone Cable. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

Fiber Optic Cable. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

No measurement will be made for locating existing cables within the limits of the work.

#### BASIS OF PAYMENT

108-5.1 REVISE: The first section to read:

These prices shall be full compensation for furnishing all materials and for all preparation and installation of these materials, backfilling and compacting trenches, all connections and installation, and for all labor, equipment, tools, and incidentals necessary to complete these items.

Payment will be made at the contract unit price for cable installed in trench, unit duct or duct by the Contractor and accepted by the Engineer.

ADD:

Payment will be made under:

**Item AR108158 – 1/C #8 5 KV UG Cable in UD – per lineal foot.**

## ITEM AR110000 – INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

### DESCRIPTION

- 110-1.1 This item shall consist of the installation of the following:
- (a) Plastic Conduit- Directional Bore.
  - (b) 1-Way Concrete Encased Schedule 40 PVC Duct.
  - (c) Direct Bury Schedule 40 PVC Conduit. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.
  - (d) Direct Bury Galvanized Rigid Steel Conduit. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

### CONSTRUCTION METHODS

#### 110-3.5 BACKFILLING

ADD: Backfill for duct banks under proposed pavements shall meet the requirements of Section 701-2.7 and 701-3.7.

#### 110-3.7 UNDERGROUND DUCT INSTALLATION BY HORIZONTAL DIRECTIONAL DRILLING

- A. The Contractor shall dewater the entrance and exit pits as necessary and install the underground ducts in a manner that will not damage existing underground utilities or pavements above the duct. The top of the ducts shall be a minimum of 24 inches below the existing surface.
- B. Curvature must be minimized at entrance and exit pits to keep axial strain within the limits of the conduit, including joints. Minimum bending radii of 150 times nominal diameter for HDPE conduit and 65 feet for Schedule 40 PVC conduit shall not be exceeded.
- C. A break-away link, rated within the tensile load limit of the conduit, shall be installed between the swivel and the conduit when pulling in.
- D. Pulling heads should be designed so that pull back force is uniformly transmitted to the conduit and surface stress concentrations are minimized. Seal conduit ends before pulling back to prevent slurry from entering conduit.
- E. Allow approximately 4 percent extra length to insure the pull-nose remains extended beyond the bore hole exit after axial strain recovery.
- F. Inspect the conduit at the bore hole exit for damage, such as roughness, deep scratches or necking. Notify the engineer when the inspection will be possible so he can observe the condition of the conduit and make a judgment decision as to whether the installation is acceptable.

The Contractor shall prepare, post and be sure his employees are aware of site safety procedures to be followed during the horizontal directional drilling operation. Emergency procedures, to be followed in the event an existing utility is struck, shall be thoroughly understood by employees and implemented if necessary to reduce the likelihood of injury. Emergency procedures for inadvertently boring into existing buried utilities shall comply with applicable regulations.

### METHOD OF MEASUREMENT

110-4.1 DELETE: Entire Section.

ADD: The quantity of steel duct, concrete encased duct and split duct to be paid for shall be the number of lineal feet installed, measured in place, completed and accepted. No separate measurements will be made for individual ducts in a multi-way duct system

Direct Bury Schedule 40 PVC Conduit. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

Direct Bury Galvanized Rigid Steel Conduit. This work is considered incidental to Pay Item AR800353 – Access Control, specified in Item 162 - Chain-Link Fences, and will not be measured or paid for separately.

Measurement will not be made for ground rods required for the split duct installation.

### BASIS OF PAYMENT

110-5.1 Payment will be made under:

**Item AR110014 – 4” Directional Bore – per lineal foot.**

**Item AR110501 – 1-Way Conc. Encased Duct – per lineal foot.**

## **ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS**

### **DESCRIPTION**

**125-1.1** ADD: Airfield lighting improvements shall include:

- Installation of new medium intensity base mounted taxiway edge lights.
- Installation of new taxiway light in-pavement.
- Removal of existing base mounted edge lights.
- Removal of existing taxi guidance sign.

### **EQUIPMENT AND MATERIALS**

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

Shop drawings and certifications shall be submitted for all components of this section.

The Contractor shall provide a complete itemized listing of equipment and materials proposed for incorporation into the work. Each itemization shall include an item number, the quantity of items proposed, and the name of the manufacturer. Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents shall be provided.

Special tools and test equipment required for maintenance and testing of the products shall be supplied by the Contractor.

Instructions necessary to check out, troubleshoot, repair, and replace components of the systems, including integrated electrical and mechanical schematics and diagrams and diagnostic techniques necessary to enable operation and troubleshooting after acceptance of the system shall be provided.

**125-2.7** **ISOLATION TRANSFORMERS**

ADD: New isolation transformers shall be required for all new lighting fixtures, including new airfield signs, elevated runway and taxiway edge lighting, in-pavement runway lighting and relocated airfield signs. The transformers shall be FAA AC 150/5345-47, Type L-830. Each transformer shall be provided with the rating as required by the manufacturer.

Transformers for the relocated airfield signs shall be as required by the existing installation and shall be verified by the Contractor prior to ordering.

**125-2.8** **LIGHT CANS**

Light cans shall be FAA AC 150/5345-42 Type L-867 and L-868. Steel bases, Class 1, Size (B) and (C) shall be provided as indicated or as required to accommodate the fixtures or devices installed thereon if diameter is not shown.

**125-2.14** **CABLE CONNECTORS AND SPLICES**

Cable connectors in accordance with FAA AC 150/5345-26, Item L-823 shall be used for connections and splices appropriate for the type of cable. For FAA Type L-824 lighting cable, connectors shall be FAA AC 150/5345-26, Type L-823.

**125-2.15** **ACCESSORIES**

Base plates, cover plates, adapter plates and other required accessories shall be provided to accommodate various sizes of fixtures. Bolts shall be stainless steel.

#### 125-2.17 LAMPS

Lamps shall be of the size and type indicated, or as required by the fixture manufacturer for each lighting fixture required under this contract.

#### 125-2.19 TAXIWAY EDGE LIGHTS

The elevated taxiway edge lights shall meet the requirements of FAA AC 150/5345-46, Type L-861-T, elevated.

The semi flush taxiway edge lights shall meet the requirements of FAA AC 150/5345-46, Type L-861-T, Class 3. The light fixture shall be provided with an adjustment ring for mounting on a 12" or larger base.

The elevated taxiway edge lights shall be provided with a blue colored outer dome or lens to provide greater daytime visibility.

### CONSTRUCTION METHODS

#### 125-3.3 MAINTENANCE OF AIRFIELD LIGHTING DURING CONSTRUCTION

The Contractor shall be required to use jumper cables in order to take portions of the lighting circuit(s) out of service; removal of lamps from lighting units or signs shall not be allowed. In lieu of jumper cables, the Contractor may supply covers to obscure the lights in the closed portions of the runways or taxiways provided complete obstruction of the lights occurs.

Complete obstruction of the taxi guidance signs in the closed portions or indicating turns into closed portions of the airfield during both daylight and nighttime hours shall be required. Signs taken out of service by jumper cable shall also be required to be covered to prevent errant aircraft maneuvers.

#### 125-3.5 EXISTING LIGHT REMOVALS

Existing light bases shall be completely removed and disposed of by the Contractor off of airport property. The excavations shall be backfilled with earth and compacted to the satisfaction of the Engineer.

Existing fixtures, transformers and signs shall be salvaged and remain the property of the Airport. The material shall be delivered to the Airport Maintenance Facility or another location designated by the Airport Maintenance Staff. Any lights or signs that the Airport does not wish to keep shall be disposed of by the Contractor at no additional cost to the owner.

### METHOD OF MEASUREMENT

#### 125-4.1 DELETE: Entire Section.

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

- The quantity of taxiway lights including associated materials installed as completed units in place, ready for operation, and accepted by the Engineer.
- The quantity of base mounted removed in a satisfactory condition and accepted by the Engineer.
- The quantity of taxiway guidance removes in a satisfactory condition and accepted by the Engineer.

#### BASIS OF PAYMENT

125-5.1 Payment will be made at the contract unit price for each complete light, sign, modification, relocation, removal or adjustment 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, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

- Item AR125415 – MITL – Base Mounted – per each.**
- Item AR125420 – Taxiway Light Inpavement – per each.**
- Item AR125902 – Remove Base Mounted Light – per each.**
- Item AR125904 – Remove Taxi Guidance – per each.**

## **ITEM AR151000 CLEARING AND GRUBBING**

### **DESCRIPTION**

- 151-1.1 ADD: This item shall consist clearing and grubbing the trees shown on the plans or as designated by the resident engineer. All trees and projections over 18" in diameter shall be grubbed out to a minimum depth of 36" below the finished subgrade or slope elevation. All holes remaining after the grubbing operation shall be backfilled. In proposed pavement areas backfill shall be with approved earth from the excavation or an IDOT CA-10 aggregate.

### **CONSTRUCTION METHODS**

#### **151-2.1 GENERAL**

ADD: The areas to be cleared shall be staked on the ground by the contractor in advance of the clearing operation. The engineer retains the right to alter the limits of the clearing.

Areas where existing vegetation needs to be trimmed to accommodate the installation of the fence shall be coordinated with the Airport, and or the airport tenants. The intent is to allow the fence to be constructed on the approximate line shown in the plans while not destroying the existing vegetation. If necessary to maintain the vegetation the contractor shall utilize the services of an approved tree trimming service to accomplish this work.

All spoil materials removed by tree removal shall be disposed of off-site. All clearing shall be done in accordance with all applicable laws, ordinances, and regulations.

### **METHOD OF MEASUREMENT**

- 151-3.1 The quantity of clearing and grubbing shall be measured by the area, in acres, of work performed.

There are various areas, some of which are specifically shown in the plans, where the contractor may need to remove incidental vegetation or trim existing vegetation to allow for the proper installation of the fence. The work in these areas shall not be measured for payment under this item but shall be considered incidental to Item 162.

### **BASIS OF PAYMENT**

- 151-4.1 Payment shall be made at the contract unit price for clearing. This price shall be full compensation for furnishing all materials and for all labor, cutting, excavation, backfilling, backfill material, grubbing, equipment, tools, disposal, and incidentals necessary to complete the item. Payment for material to replace clearing and grubbing voids shall be considered incidental to the associated clearing and grubbing. Payment will be made under:

**Item AR151450 – Clearing and Grubbing - per acre.**

## **ITEM AR152000 - EXCAVATION AND EMBANKMENT**

### **CONSTRUCTION METHODS**

152-2.1

ADD: The contractor shall be responsible for maintaining and replacing ROW markers currently located along the Township and County ROW on the perimeter of the project for the duration of the work. Upon the completion of grading operations the contractor shall utilize a registered surveyor to re-set these markers at the final grade. This work shall be considered incidental to this item.

The contractor shall stockpile excess excavation at the locations shown in the plans or as directed by the Engineer. When constructing berms the contractor shall grade these areas to be smooth and free draining.

### **METHOD OF MEASUREMENT**

152-3.1

ADD: The quantity of earthwork necessary to construct and remove the haul routes as shown in the plans shall not be measured for payment and shall be considered incidental to the project.

### **BASIS OF PAYMENT**

152-4.2, 4.3, 4.4

Payment will be made under:

**Item AR152410 – Unclassified Excavation – per cubic yard.**

**ITEM AR156000 - TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SITUATION CONTROL**

**CHECK SHEET #8**

156-1.1 DESCRIPTION

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

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

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

Payment will be made under:

- Item AR156510 Silt Fence - Per Linear Foot.**
- Item AR156511 Ditch Check – Per Each.**
- Item AR156512 Bales - Per Each.**

## **ITEM AR162000 CHAIN LINK FENCES**

### **DESCRIPTION**

#### **162-2.1**

**ADD:**

This item shall include the removal of existing Class E fence as detailed on the plans and specified herein.

This item shall also include the removal of Class E gates as detailed on the plans and specified herein.

**Electric Gate – 18'**. This item shall include the installation of new 18' long, 10' high cantilever slide gates as detailed on the plans and specified herein. At one location, the gate will be installed in place of an existing cantilever slide gate and shall be connected to existing gate operator as required. Two of the new 18' cantilever slide gates will be installed at a new Gate 7A & 7B location.

**Electric Gate – 24'**. This item shall include the installation of new 24' long, 10' high cantilever slide gates as detailed on the plans and specified herein. The gates will be installed in place of existing cantilever slide gates and shall be connected to existing gate operators as required.

**Remove Electric Gate**. This item shall include the removal of existing cantilever slide gate at four existing automatic gate locations as detailed on the plans and specified herein. At three of the existing automatic gate locations, the existing gate operator and controls shall not be removed, but shall remain in service after new cantilever gates are installed. At existing Gate #7, this work shall also include the disconnection and removal of gate operator and controls, including but not limited to the removal of utility service, gate operator, card readers, intercom, access controller and all related supports and foundations. The gate operator, card readers, intercom and access controller shall be turned over to the Airport. This additional work at existing Gate #7 shall be considered incidental and will not be measured or paid for separately.

**Access Controls**. At the new Gate 7A & 7B location, a new Access Controls system shall be installed as detailed on the plans and specified herein. This work shall include, but not be limited to, the following:

- Installation of new Utility Service, Service Entrance Disconnect, Load Center, GFCI receptacle, conduit, wiring, supports, accessories, labor and material as required.
- Installation of two new Gate Operators, accessories, labor and material as required.
- Installation of four Proximity Card Readers, accessories, labor and material as required.
- Installation of two Telephone Intercoms accessories, labor and material as required.
- Installation of Access Controller, accessories, labor and material as required.
- Installation of Area Light, accessories, labor and material as required.
- Installation of Polymer Concrete Handhole, accessories, labor and material as required.
- Installation of power wiring, multi-conductor control wiring, telephone wiring and multi-conductor fiber optic cable in Schedule 40 PVC and GRS conduit, accessories, labor and material as required.
- Installation of Direct-Bury Telephone Cable and splicing to existing telephone cable.
- Installation of multi-conductor fiber optic cable and splicing to existing fiber optic cable.

Gate Operator Modifications. At the 24' automatic cantilever gate at Public Safety the existing gate operation shall be modified as follows: Currently, the Card Reader is "disabled" unless a vehicle is actually on the detector loop next to the card reader. Work under this Contact shall consist of disconnecting the "disable" wiring and installing a jumper as needed to "enable" the card reader whether a vehicle is on the detector loop or not.

This work shall require that the contractor construct and maintain temporary fence at various locations during the course of the work so as to maintain the security of the airport as required by the Airport and the TSA. The perimeter fence shall remain continuous for the duration of the work as specified herein or as required by the Airport or the TSA. The contractor will be allowed to utilize "temporary fence panels" constructed of chain link fence, or other approved metal fence material, mounted on temporary frames and/ or poles as temporary fence. The temporary fence shall be a minimum of 6' in height. Snow fence or plastic fences shall not be allowed as temporary fence. All work associated with manufacturing, establishing, maintaining and removing the temporary fence shall be included in the bid price for this work.

### MATERIALS

#### 162-2.8     SIGNS

Delete Section.

ADD:

The contractor shall provide and install signage on fence and gates as shown on the plans.

ADD:

#### 162-2.9     CANTILEVER GATES

- A. Gates shall be cantilever sliding type, complete with latches, stops, keepers, rollers and roller tracks. Gate frames and posts shall consist of galvanized steel pipe. The fabric shall be of the same type material as used in the fence. The gate shall be to the dimensions as shown on the plans.
- B. Automatic cantilever slide gates shall be constructed so as to extend across the openings shown in Schedule on the Plans. The height of the gates shall be as shown on the plans. Gates shall be "Fortress" gates, as manufactured by Tymetal Corporation (Tel. 888.978.4283), or equivalent. The sag and deflection of the slide gates shall not exceed the values presented in ASTM F 1184, Type II, Class 2.
- C. The gate shall be fabricated from aluminum alloy extrusions. The gate frame shall be reinforced or post-tensioned with galvanized tubular steel running through the full length of the top and bottom primary members. The primary members shall be oversized rectangular members, top member nominally 3" by 5", bottom member nominally 2" by 5". Vertical members at the ends of the frame and at 2' centers, end to end, shall be square, not less than 1" by 1". Spacing of vertical members shall be no greater than half the height of the gate frame. Diagonal bracing shall be installed to further stabilize the gate frame. Gate frames shall be modular sections.
- D. The gate frame shall have a separate semi-enclosed top track of extruded aluminum alloy, which becomes an integral part of, and forms a composite structure with the top of the gate frame. This gate frame shall be supported by two self-aligning, 4-wheel, sealed

lubricant, ball bearing truck assemblies riding in the semi-enclosed track. The bottom of the support posts shall be equipped with two pairs of rubber guide wheels.

- E. The automatic slide gates shall be equipped with a standard latch assembly consisting of post mount catcher and a frame-mounted yoke. A mating eyelet on the catcher yoke and the frame yoke intended for a padlock to secure the gate shall be included.
- F. The rear of the gate shall be supported in the open position.
- G. Provide all accessories required for execution and installation of all work, including but not limited to, expansion bolts, anchors, fittings, bracing, bolts, nuts, washers, tie rods, turnbuckles, hardware and similar items, whether specifically mentioned herein or not.

#### 162-2.10    MOTORIZED GATE OPERATORS

- A. The Contractor shall furnish and install two new electric chain drive gate operators. To maintain compatibility with existing gate operators at the Airport the new gate operators shall be OSCO Model HSLG, ¾ HP, 240V, single-phase.

#### 162.2.11    DETECTOR LOOP AND DETECTORS

- A. Detector loop size, location, sawing method, sealant type and number of loops shall be as shown on the plans and as recommended by the manufacturer. The detector shall have adjustable sensitivity and be housed in the operator housing. A detector loop shall be required on each side of the gate.

#### 162-2.12    UL-235 COMPLIANCE

- A. Gate installation shall comply with all requirements of UL 235, including, but not limited to:
  - 1. All openings of the slide gate are guarded or screened from the bottom of the gate to a minimum of 4 feet above ground to prevent a 2-1/4" diameter sphere from passing through the openings anywhere in the gate, and in that portion of the adjacent fence that the gate covers in the open position.
  - 2. All exposed pinch points are eliminated or guarded and guarding is supplied for all exposed rollers.
  - 3. A warning sign (see detail, on plans) must be affixed to both sides of the slide gate.
- B. Gate operator installation shall comply with all requirements of UL 235, including, but not limited to:
  - 1. Primary gate operator entrapment protection shall consist of an inherent obstruction sensing system, self-contained within the operator. This system shall sense and initiate the reverse of the gate within 2 seconds of contact with a solid object.
  - 2. Secondary gate operator entrapment protection shall consist of contact sensors, either hard wired or wireless. If hard wired, the wiring shall be arranged and installed so the communication between the sensor and the gate operator is not subject to mechanical damage. Contact sensors shall be installed as detailed on the plans.

162-2.13    CARD READERS AND INTERCOMS

- A. Card reader shall be long-range proximity card reader, HID Maxi-Prox in NEMA 4X enclosure.
- B. Telephone Intercom shall be Talk-A-Phone ETP-400C in NEMA 4X enclosure.
- C. Gooseneck and concrete pedestal shall be as detailed on the plans.

162-2.14    ACCESS CONTROLLER

Access Controller shall include, but not be limited to, the following:

- 1. Access Control Panel: IDenticard 9000 Series, suitable for controlling two cantilever slide gates.
- 2. RS485 fiber optic transceiver.
- 3. Fiber optics patch panel and patch cables.
- 4. Batteries, receptacles, interior light and accessories as required for a completed system.
- 5. NEMA 4X hinged cover enclosure, Hoffman, or equivalent, sized as required to house the equipment.
- 6. Conduits, wiring, supports, foundations, material, labor, equipment, etc., as necessary.

162-2.15    AREA LIGHT

Area Light shall include, but not be limited to, the following:

- A. Luminaire shall be photocell controlled, 150W Metal Halide, Lithonia KSE1-150M-R4SC-120-SP04-LPI-PER-PE1-DDB, or equivalent.
- B. Pole shall be Square Straight Aluminum, 20' tall, Lithonia SSA-20-4C, or equivalent, with anchor bolts. Color shall be dark bronze.
- C. Ground rod shall be 3/4" diameter by 10' long. Connection to ground wire shall be via exothermic weld, Cadweld, or equivalent.
- D. Foundation and reinforcing shall be as detailed on the plans.

162-2.16    HANDHOLE

Polymer Concrete Handhole shall be solid-bottom design and shall be Quazite/Hubbell #PG-2436-DA-42 with #PG-2436-HA-00-17 cover, or equivalent. Handholes shall be 24"W x 36"L x 42" D. The use of chopped fiberglass strands, high density polyethylene or high density polystyrene is unacceptable. Plastic and/or fiberglass boxes will not be considered as acceptable alternates for polymer concrete handholes.

### 162-2.17    UTILITY SERVICE

Utility service shall include, but not be limited to, the following:

- A. Utility service from utility transformer to utility meter. Contractor shall comply with all requirements of serving utility, Ameren CILCO, regarding meter bases, conduits, weatherheads, wiring, equipment, labor and materials, etc., as needed.

NOTE: The plans show an overhead utility service being provided. However, the utility may install a pad-mounted utility service instead. Any work required by the Contractor for the installation of a pad-mounted utility service instead of a pole-mounted utility service shall be considered incidental to the access control pay item and will not be measured or paid for separately.

- B. Heavy Duty Service Entrance Rated Disconnect, 30A, 120/240V, with two 30A class R fuses, in NEMA 3R enclosure, square D H221NRB, or equivalent. Provide equipment grounding kit. Mount to strut-type framing, Unistrut, or equivalent. Provide ground rod per utility requirements.
- C. Load Center, 12-spaces, 100A, 120/240V, single-phase, 3-wire, with 30A, 2P main circuit breaker, in NEMA 3R enclosure, square D QO load center, or equivalent. Mount load center to strut-type framing on back side of access controller. Provide the following circuit breakers:
- 20A, 2P (Gate 7A 240V power)
  - 20A, 2P (Gate 7B 240V power)
  - 20A, 1P (Access Controller 120V power)
  - 20A, 1P (Area Light 120V power)
  - 20A, 1P (Weatherproof GFCI Receptacle 120V power)
- D. GFCI Receptacle: Duplex receptacles with ground fault circuit interrupters (GFCI) shall be provided and installed where noted on drawings. All units shall be rendered permanently inoperative at its "end of useful life" (EOL) as defined in UL 943. All receptacles shall be rated 20 amp with NEMA 5-20R receptacle configuration. Receptacles shall be back and side wire compatible, feed-thru type (whether or not feed-thru feature is utilized on project):
- a. Leviton "SmartLock" 8899
  - b. Pass & Seymour 2094
  - c. Hubbell GF-5362A
  - d. Equivalent, meeting requirements noted.

All receptacle covers noted as "weatherproof" or installed outdoors shall comply with NEC Article 406.8B1. Units shall remain raintight whether or not a plug and cord is inserted. Covers shall be **oversized**, sunlight resistant, padlockable, polycarbonate construction as manufactured by Leviton, Taymac, Carlon, or equivalent.

### 162-2.18    CONDUIT

Conduit shall be of the following types:

- A. Schedule 40 Galvanized Rigid Steel Conduit shall be per Item 110. All above grade conduit shall be GRS unless otherwise directed by Gate Controller or Access Controller supplier.

- B. Schedule 40 PVC Conduit shall be per Item 110. All below grade conduit shall be PVC unless otherwise directed by Gate Controller or Access Controller supplier.

162-2.19    WIRE AND CABLE

Wire and cable shall be of the following types, installed where indicated on the plans:

- A. Power wiring for 240V & 120V circuits shall be per Item 108.
- B. Multi-Conductor Shielded Cable shall be per Item 108.
- C. Fiber optic cable shall be per Item 108.

162-2.20    SPLICES

Splices shall be per Item 108.

162-2.21    TEMPORARY FENCE

Temporary fence shall meet the requirements of Section 30-19(A), Security and Maintaining the Existing Airport Perimeter Fence Line.

CONSTRUCTION METHODS

162-3.3    INSTALLING POST

ADD: At locations where the end posts is at a building face, the end post will be placed off center in the PCC footing and there shall be a gap no greater than 4" between the end post and the building face.

ADD:

162-3.10    FENCE AND GATE REMOVAL

DELETE: The First Paragraph

ADD the following:

This work shall consist of the removal and disposal of existing wire fence and gates. The existing fence shall be removed completely including posts and foundations.

In the turf areas, the existing fence posts shall be pulled and not cut off. All resulting holes in turf shall be filled and compacted in accordance with Item 152.

In pavement areas, the existing posts shall be cut off and ground flush with the existing pavement surface. All resulting holes in existing pavement shall be filled with nonshrink grout.

The removed chain link fence shall be rolled into manageable sized bundles and be turned over to the Airport at a location to be determined by the Airport. The remaining removed material shall be disposed of off airport property.

The Contractor shall be responsible for entirely removing the existing cantilever slide gate, gateposts, supports, posts and concrete foundations as indicated in the Plans, and other miscellaneous hardware as required, to facilitate the installation of new cantilever slide gates in same location as existing. The equipment and materials shall be removed offsite, unless directed otherwise in the Plans and Specifications.

The contractor shall provide the airport operations manager a detailed plan showing the temporary fence locations and the proposed materials to be use for the temporary fence a minimum of 10 days prior to initiating any work which requires this fence. The Airport will coordinate the placement and removal of this fence with the TSA. The contractor shall revise the plan and details of the fence as required by the Airport or the TSA.

The contractor may be allowed to construct the temporary fence within the township or county ROW, with the approval of the governing entity. The contractor shall request approval from the township and/ or the county for the placement of the temporary fence after receive approval from the Airport for the temporary fence plan.

Turf areas disturbed by the removal process shall be restored in accordance with Item 901.

ADD:

162-3.12    INSTALLING CANTILEVER SLIDE GATES

The Contractor shall install new cantilever slide gates to the satisfaction of the owner. Prior to preparing a bid, the Contractor shall visit the site and inspect the existing and new gate locations. The Contractor shall resolve any questions and discrepancies with materials or installation prior to submitting a bid. Gate installation shall include erection of the posts, fence, gate, etc., as required to provide a complete operating installation satisfactory to the owner.

The gate and installation shall conform to ASTM F 1184 standards for aluminum cantilever slide gates, Type II, Class 2.

162-3.13    INSTALLING NEW ACCESS CONTROL

New access controls shall be installed as detailed on the plans to the satisfaction of the Owner.

162-3.14    GATE OPERATOR MODIFICATIONS

Gate operator modifications shall be completed as detailed on the plans and to the satisfaction of the Owner.

### METHOD OF MEASUREMENT

- 162-4.7 Electric Gate – 18' shall be measured as a complete unit and shall include cantilever slide gate, fabric, posts, foundations, barb wire, signs and all materials, labor equipment, etc., as required for a complete and accepted unit.
- 162-4.8 Electric Gate – 24' shall be measured as a complete unit and shall include cantilever slide gate, fabric, posts, foundations, barb wire, signs and all materials, labor equipment, etc., as required for a complete and accepted unit.
- 162-4.9 Remove Electric Gate shall include the removal of existing cantilever slide gate at four existing automatic gate locations as detailed on the plans and specified herein. At three of the existing automatic gate locations, the existing gate operator and controls shall not be removed, but shall remain in service after new cantilever gates are installed. At existing Gate #7, this work shall also include the disconnection and removal of gate operator and controls, including but not limited to the removal of utility service, gate operator, card readers, intercom, access controller and all related supports and foundations. This additional work at existing Gate #7 shall be considered incidental and will not be measured or paid for separately.
- 162-4.10 Access Controls shall be measured as a complete unit and shall include new Utility Service, Service Entrance Disconnect, Load Center, GFCI receptacle, two new Gate Operators, four Proximity Card Readers, two Telephone Intercoms, Access Controller, Area Light, Polymer Concrete Handhole, power wiring, multi-conductor control wiring, telephone wiring and fiber-optic cable in Schedule 40 PVC and GRS conduit, Direct-Bury Telephone Cable and splicing to existing telephone cable, multi-conductor fiber optic cable and splicing to existing fiber optic cable, foundations, accessories, labor and material as required for a complete and accepted unit.
- 162-4.11 Gate Operations Modifications shall be measured as a completed unit.
- 162-4.12 Temporary Fence shall be measured as a lump sum and shall include but not be limited to line posts, corner posts, chain-link fence fabric, top and bottom rails, fence connections, and weighted bases for supporting posts. All materials, labor, equipment, etc that is related to the temporary fence installation shall be considered incidental to the temporary fence pay item and shall not be measured or paid for separately.

### BASIS OF PAYMENT

- 162-5.6 Electric Gate – 18': Payment shall be made at the contract unit price per each cantilever slide gate. This price shall be full compensation for furnishing all materials and for all preparation, erection and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 162-5.7 Electric Gate – 24': Payment shall be made at the contract unit price per each cantilever slide gate. This price shall be full compensation for furnishing all materials and for all preparation, erection and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 162-5.8 Remove Electric Gate: Payment shall be made at the contract unit price per each cantilever slide gate removal. This price shall be full compensation for furnishing all materials and for all preparation, labor, equipment, tools, and incidentals necessary to complete the item..

162-5.9 Access Controls: Payment for access controls shall be made at the contract lump sum price. This price shall be full compensation for furnishing all materials and for all preparation, erection and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.10 Gate Operations Modifications: Payment shall be made at the contract lump sum price. This price shall be full compensation for furnishing all materials and for all preparation, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

- Item AR162510 – Class E Fence 10’ – per linear foot.**
- Item AR162604 – Class E Gate – 4’ – per each,**
- Item AR162624 – Class E Gate - 24’ – per each.**
- Item AR162626 – Class E Gate – 26’ – per each.**
- Item AR162718 – Electric Gate – 18’ – per each.**
- Item AR162724 – Electrical Gate – 24’ – per each.**
- Item AR162900 – Remove Fence – per linear foot.**
- Item AR162908 – Remove Electric Gate – per each.**
- Item AR162910 – Remove Class E Gate – per each.**
- Item AR800353 – Access Controls**
- Item AR800396 – Gate Operator Modifications – per each.**
- Item AR800397 – Temporary Fence – per lump sum**

**ITEM AR201002 - BITUMINOUS BASE COURSE**  
**(Central Plant Hot Mix)**

**CHECK SHEET #12**

201-1.1 DESCRIPTION

ADD: The bituminous base course shall be placed in a single 2" lift.

201-3.2 JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

TABLE 2 MARSHALL DESIGN CRITERIA	
	Under 60,000 lb. [1]
Number of Blows	50
Stability (Min.)	1500
Flow	8-18
Percent Air Voids	1.5-3.5
Voids Filled With Asphalt (%)	75-90

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

CONSTRUCTION METHODS

201-4.9 TRANSPORTING, SPREADING AND FINISHING

ADD: The Contractor will be responsible for the necessary materials and labor to set the guide wires. The slope control mechanism shall not be used in paving operations.

Prior to starting the bituminous base course operation, the Contractor shall submit to the Engineer, for approval, a detailed outline showing areas and order of paving; widths of paving lanes; and required offsets for electronic grade control; and method of paving radius fillets.

The plan quantities have been established for an in- place yield of 5% greater than required for a 2" average lift to be constructed. The contractor shall average the surveyed fillet grades to verify that this yield can be achieved before placing the material. If necessary the contractor shall adjust the mat thickness or adjust the surface tolerance for the aggregate base layer to maintain this requirement. If the correct grade is not established on the first lift, the Engineer shall require guide wires continue to be used on the surface course.

In no case shall the paver speed exceed 50 feet/minute. The actual paver speed should be established based upon plant output and vibratory roller speed that provides at least 10 impacts per foot.

201-4.16 GRADE CONTROL

The contractor shall be required to provide grade control information to the engineer according to the requirement of Item 30-06, Construction Layout, paragraph G.

201-5.2 METHOD OF MEASUREMENT

ADD: Measurement for payment will not be made for any bituminous concrete mixture in excess of 103 percent of the quantity specified by the engineer. The contractor shall adjust the fillets and the mat thickness prior to starting the paving to maintain the plan quantities. The theoretical quantity is determined based on the planar area of the bituminous surface course multiplied by the theoretical thickness, per the plans, and multiplied by 115 lbs per square yard per inch.

201-6.1 ADD: If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the CPP until such submittals have been furnished.

Payment will be made under:

**Item AR201610 – Bituminous Base Course - Per Ton.**  
**Item AR201630 – Bituminous Base Test Section – per each.**

## ITEM AR - 209000 – CRUSHED AGGREGATE BASE COURSE

### MATERIALS

#### 209-2.3 GRADATION

ADD: Gradation C, CA-6 shall be used.

### CONSTRUCTION METHODS

#### 209-3.6 FINISHING AND COMPACTING

ADD: The crushed aggregate base course shall be compacted to not less than 95% of maximum density at optimum moisture as determined by compaction control tests specified in Division VII for aircraft with gross weights of less than 60,000.

The contractor shall closely monitor the surface grade for the aggregate base so as to maintain the thickness requirements and limits on paving tonnages specified in Sections 201 and 401.

The Resident Engineer shall have the authority to approve or disapprove of any placement methods in order to protect the underlying grade.

### BASIS OF PAYMENT

209-5.1 Payment will be made under:

**Item AR209612 – Crushed Agg. Base Course – 12” – per square yard.**

**ITEM AR401002 - BITUMINOUS SURFACE COURSE**  
**(Central Plant Hot Mix)**

**CHECKSHEET #20**

401-1.1 DESCRIPTION

ADD: Maximum lift thickness of the bituminous surface course shall be 3 inches.

401-3.2 JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

TABLE 2 MARSHALL DESIGN CRITERIA	
	Under 60,000 lb. [1]
Number of Blows	50
Stability (Min.)	1500
Flow	8-18
Percent Air Voids	1.5-3.5
Voids Filled With Asphalt (%)	75-90

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

401-4.9 TRANSPORTING, SPREADING AND FINISHING

ADD: If the correct grade is not established on the bituminous base course, guide wires shall be used for placement of the surface course until grade is established as specified in Article 201-4.9.

401-4.11 JOINTS

ADD: After the second paragraph:

If any time during the surface course paving operations it becomes necessary to end a paving lane at a location other than the proposed finished pavement edge because of ending a day's paving, machinery breakdown, etc., the lane end shall 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 liquid asphalt 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: The following as the second paragraph for this section.

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.

401-5.2 METHOD OF MEASUREMENT

ADD: Measurement for payment will not be made for any bituminous concrete mixture in excess of 103 percent of the quantity specified by the engineer. If the quantity specified by the engineer is in question, the theoretical quantity shall be used. The theoretical quantity is determined based on the planar area of the bituminous surface course multiplied by the theoretical thickness, per the plans, and multiplied by 115 lbs per square yard per inch.

401-6.1 BASIS OF PAYMENT

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

Payment will be made under:

**Item AR401610 – Bituminous Surface Course – per ton.**

**Item AR401630 – Bituminous Surface Test Section – per each.**

## **ITEM AR401900 – REMOVE BITUMINOUS PAVEMENT**

### CHECK SHEET #26

#### 1.1 DESCRIPTION

ADD: This item shall cover the removal of all pavements with a bituminous surface that are shown in the plans to be removed full depth as bituminous pavement removal. Some of the pavement areas have a bituminous surface with underlying aggregate or concrete layers; these pavements shall be covered under this section and calculated for payment as bituminous pavement.

The results of a coring investigation of the existing pavement structures is included at the end of this specification as additional information for the contractor.

The removal of aggregate roadways or roadways constructed of pavement millings shall not be measured under this item but instead considered unclassified excavation.

#### 4.1 METHOD OF MEASUREMENT

DELETE: This section

ADD: Only the areas shown on the plans for bituminous pavement removal shall be measured for payment under this item. These pavements shall be measured for payment under this item regardless of actual removal methods used.

The yardage to be paid for remove bituminous pavement shall be the number of square yards of full depth removal of pavements with a bituminous surface as shown in the plans, completed and accepted. There shall be no additional payment or quantity calculated under any other items for pavements that have a bituminous surface with an underlying concrete surface. Deviations from the pavement thickness shown in the plans shall not be considered for additional quantity or payment.

#### 5.1 BASIS OF PAYMENT

Payment will be made under:

**AR401900 – Remove Bituminous Pavement – per square yard.**

# LOG OF BORING NO. B-1

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 646.5 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		SS-1		Brown, lean CLAY (CL), trace organics (FILL)	78		1 2 3	0.50			34			
5		SS-2		Gray to brown, lean CLAY (CL)	100			2.00			26			
		ST-3			83			1.00	0.22	106	24	33	20	13
10		SS-4		- more silty at 9.0 ft.	100		2 2 4	1.00			26			
				Boring terminated at 10.0 ft.										

**DRAFT**

LOG WITH LAB. GINT LOGS.GPJ 4/1/08

Completion Depth: 10.00 Date Boring Started: 4/1/08 Date Boring Completed: 4/1/08 Engineer/Geologist: AMI Project No.: 02008010.01	Remarks: Boring drilled with 9500 VTR Power Probe using HSA and auto SPT. Groundwater encountered at 5.0 ft. during drilling. Attempted ST from 4.0 to 6.0 ft.; no recovery. Pushed SS-2.
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The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. B-2

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 653.2 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
MATERIAL DESCRIPTION													
0 - 5	ST-1		[Cross-hatched pattern]	Gray to brown, lean CLAY (CL), trace fine roots (FILL)	75		1.50	0.86	99	27			
5 - 6	SS-2		[Diagonal lines /]		100		2 3 3	0.75		28			
6 - 10	SS-3		[Diagonal lines \]	Gray to brown, lean CLAY (CL)	100		2 2 3	0.50		21			
10 - 15	SS-4		[Vertical lines]	Gray to brown, SILT (ML)	100		3 4 4	0.50		22	26	22	4
15 - 20	SS-5		[Vertical lines]		100		1 2 3	<0.25		25			
20 - 25	SS-6		[Diagonal lines /]	Gray to brown, lean CLAY (CL)	100		WH 1 2	0.75		26			
25 - 25.0	SS-7		[Diagonal lines \]	Gray to brown, fat CLAY (CH)	100		2 4 6	2.25		23			
				Boring terminated at 25.0 ft.									

DRAFT

LOG WITH LAB. GINT LOGS.GPJ 4/18/08

Completion Depth: 25.00  
Date Boring Started: 4/2/08  
Date Boring Completed: 4/2/08  
Engineer/Geologist: AMI  
Project No.: 02008010.01

Remarks: Boring drilled with 9500 VTR Power Probe using HSA and auto SPT.  
Groundwater encountered at 14.0 ft. during drilling.  
Boring terminated at 25.0 ft.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. B-3

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 657.6 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		SS-1		Brown, lean CLAY (CL), trace fine roots, concrete pieces (FILL)	89		1 2 4	2.00			26			
5		ST-2			100			1.00	0.16	96	30			
		SS-3			0						27			
				Boring terminated at 5.50 ft.										

**DRAFT**

LOG WITH LAB. GINT LOGS.GPJ 4/18/08

Completion Depth: 5.50  
Date Boring Started: 4/2/08  
Date Boring Completed: 4/2/08  
Engineer/Geologist: AMI  
Project No.: 02008010.01

Remarks: Boring drilled with 9500 VTR Power Probe using HSA and auto SPT.  
Groundwater not encountered during drilling.  
Auger refusal at 5.5 ft.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. C-1

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 649.6 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 Inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		CORE1		Asphaltic concrete (3.5")	100									
		GRAB2		Crushed limestone (1.5")	67									
				Coring terminated at 5 in.										
5														
10														
15														
20														
25														

**DRAFT**

LOG WITH LAB. GINT LOGS.GPJ 4/18/08

Completion Depth: 0.42  
 Date Boring Started: 4/1/08  
 Date Boring Completed: 4/1/08  
 Engineer/Geologist: AMI  
 Project No.: 02008010.01

Remarks: Pavement cored with 9500 VTR Power Probe using 4-inch diameter, diamond-bit core barrel.  
 No bonding agent present between the layers.  
 Hole was patched with premix concrete after drilling.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. C-2

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 653.8 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSP	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		CORE1		Asphaltic concrete (1.5")	88									
		CORE2		Portland cement concrete (6")	100									
		GRAB3		Crushed limestone, trace red brick (0.5")	99									
				Coring terminated at 8.0 in.										
5														
10														
15														
20														
25														

**DRAFT**

LOG WITH LAB. GINT LOGS.GPJ 4/18/08

Completion Depth: 0.67  
 Date Boring Started: 4/1/08  
 Date Boring Completed: 4/1/08  
 Engineer/Geologist: AMI  
 Project No.: 02008010.01

Remarks: Pavement cored with 9500 VTR Power Probe using 4-inch diameter, diamond-bit core barrel.  
 No bonding agent present between the layers.  
 Hole was patched with premix concrete after drilling.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. C-3

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 653.1 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		CORE1		Asphaltic concrete (3")	100									
		CORE2		Portland cement concrete (6")	100									
				Coring terminated at 9.0 in.										
5														
10														
15														
20														
25														
Completion Depth: 0.75 Date Boring Started: 4/1/08 Date Boring Completed: 4/1/08 Engineer/Geologist: AMI Project No.: 02008010.01				Remarks: Pavement cored with 9500 VTR Power Probe using 4-inch diameter, diamond-bit core barrel. No bonding agent present between the layers. Hole was patched with premix concrete after drilling.										

**DRAFT**

LOG WITH LAB GINT LOGS.GPJ 4/18/08

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. C-4

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 650.7 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		CORE1		Asphaltic concrete (3")	67									
		CORE2		Portland cement concrete (9")	67									
				Coring terminated at 12.0 in.										
5														
10														
15														
20														
25														

**DRAFT**

LOG WITH LAB GINT LOGS.GPJ 4/18/08

Completion Depth: 1.00  
Date Boring Started: 4/1/08  
Date Boring Completed: 4/1/08  
Engineer/Geologist: AMI  
Project No.: 02008010.01

Remarks: Pavement cored with 9500 VTR Power Probe using 4-inch diameter, diamond-bit core barrel.  
No bonding agent present between the layers.  
Hole was patched with premix concrete after drilling.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. C-5

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 648.5 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		CORE1		Asphaltic concrete (3")	87									
		CORE2		Portland cement concrete (9")	89									
		GRAB3		Crushed limestone, trace sand (1")	100									
				Coring terminated at 13.0 in.										
5														
10														
15														
20														
25														

**DRAFT**

LOG WITH LAB GINT LOGS.GPJ 4/18/08

Completion Depth: 1.08  
 Date Boring Started: 4/1/08  
 Date Boring Completed: 4/1/08  
 Engineer/Geologist: AMI  
 Project No.: 02008010.01

Remarks: Pavement cored with 9500 VTR Power Probe using 4-inch diameter, diamond-bit core barrel.  
 No bonding agent present between the layers.  
 Hole was patched with premix concrete after drilling.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

# LOG OF BORING NO. C-6

Project Description: **New Perimeter Road and Fence  
Peoria Regional Airport**

Geotechnical & Environmental Engineering  
59th & Arsenal, Two Campbell Plaza, Bldg. C  
St. Louis, Missouri 63139  
(314) 644-3134 (314) 644-3135 FAX



Depth, feet	Samples	Sample #	Graphic Log	Surface El.: 645.8 Location: See Site and Boring Location Plan	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				MATERIAL DESCRIPTION										
		CORE1		Asphaltic concrete (4")	75									
		GRAB2		Crushed limestone (2")	100									
				Coring terminated at 6 in.										
5														
10														
15														
20														
25														

**DRAFT**

LOG WITH LAB GINT LOGS.GPJ 4/18/08

Completion Depth: 0.50  
Date Boring Started: 4/1/08  
Date Boring Completed: 4/1/08  
Engineer/Geologist: AMI  
Project No.: 02008010.01

Remarks: Pavement cored with 9500 VTR Power Probe using 4-inch diameter, diamond-bit core barrel.  
No bonding agent present between the layers.  
Hole was patched with premix concrete after drilling.

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

**ITEM AR602000 – BITUMINOUS PRIME COAT**

602-3.3 **APPLICATION OF BITUMINOUS MATERIAL**

ADD: Prime coat shall be allowed to cure for a minimum of 48 hours.

**BASIS OF PAYMENT**

603-5.1 Payment will be made under:

**Item AR602510 – Bituminous Prime Coat – per gallon**

**ITEM 603 – BITUMINOUS TACK COAT**

**BASIS OF PAYMENT**

603-5.1 Payment will be made under:

**Item AR603510 – Bituminous Tack Coat – per gallon.**

**ITEM AR610000 – STRUCTURAL PORTLAND CEMENT CONCRETE**

**DESCRIPTION**

610-1.1     **ADD:** This item shall include concrete used for the purpose of installing base mounted edge lights and splice cans, installing Taxiway Guidance Signs, providing PCC encasement around electrical ducts, installing new under drain cleanouts and installing new under drain collection structures, and any other miscellaneous PCC needs.

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

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

## **ITEM AR620000 – PAVEMENT MARKING**

### **METHOD OF MEASUREMENT**

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

Black border paint required for runway hold position markings and where required adjacent to the taxiway centerline will be measured for payment.

Two applications of pavement marking are to be applied on the bituminous surfaces on the project. Each paint application will be measured for payment.

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

### **BASIS OF PAYMENT**

620-5.1 DELETE: This section.

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

No direct payment will be made for mobilization for the purpose of pavement marking and pavement marking removal. The cost for mobilization for these items shall be considered incidental to the contract unit prices for the pavement marking items. These prices shall be full compensation for furnishing all materials and for all preparation, delivering, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

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

Payment will be made under:

**Item AR620510 – Pavement Marking – per square foot.**

**ITEM AR701000 – PIPE FOR STORM SEWERS AND CULVERTS**

DESCRIPTION

701-1.1 ADD: Pipe for storm sewers shall be new reinforced concrete pipe meeting the requirements of ASTM C76. All reinforced concrete pipe shall be Class IV.

This item shall also consist of the removal of existing concrete pipe as shown on the drawings or as required by the Resident Engineer. The removal item shall include in the bid price per linear foot the cost of removing and disposing of existing pipe off Airport property, including the cost of all common excavation and backfill, the cost of furnishing and installing trench bracing, and removing the pipe from existing structures to remain and plugging the holes in such structures to remain.

METHOD OF MEASUREMENT

701-4.1 ADD: The quantity of pipe removal to be paid for shall be based on the number of linear feet of pipe removed, completed, and approved to be measured along the centerline of the pipe from end or inside face of structure to end or inside face of structure, whichever is applicable.

BASIS OF PAYMENT

Payment will be made under:

- Item AR701512 – 12” RCP, Class IV – per linear foot.**
- Item AR701515 – 15” RCP, Class IV – per linear foot.**
- Item AR701518 – 18” 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 AR701536 – 36” RCP, Class IV – per linear foot.**
- Item AR701719 – RCEP Span 38” Rise 24” – per linear foot.**
- Item AR701900 – Remove Pipe – per linear foot.**

## ITEM AR751000 - MANHOLES, CATCH BASINS, INLETS & INSPECTION HOLES

### DESCRIPTION

751-1.1 ADD: This item shall include the following items:

1. Construction of new inlets.
2. Construction of new manholes.
3. Removal of existing inlets.

### MATERIALS

751-2.8 STEEL REINFORCEMENT

ADD: Welded wire fabric shall conform to ASTM A185.

### CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION

ADD: (f) DEWATERING – The Contractor shall, at all times, provide and maintain in operation pumping and/or well point equipment for the complete dewatering of the excavation. No structure shall be permitted to be constructed in an excavated area where water is present.

751-3.5 CORRUGATED METAL STRUCTURES

DELETE: Entire Section.

751-3.11 ADJUSTMENTS

The Contractor shall determine the amount of adjustment based on the proposed edge of pavement profile, the existing base elevation and the adjustment details as shown on the plans.

Adjustments shall be according to the details shown on the plans. Prior to beginning the work the contractor shall submit a shop drawing showing the intended method of adjustment.

### METHOD OF MEASUREMENT

751-4.1 DELETE: Entire Section:

ADD: The number of new inlets, inlet removals, inlet adjustments, and manhole adjustments shall be measured by the unit completed in accordance with the plans and the provisions of this item and accepted by the resident engineer.

Dewatering of the excavations shall not be measured for payment.

### BASIS OF PAYMENT

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

751-5.1 Payment will be made under:

- Item AR751410 – Inlet – per each.**
- Item AR751560 – Manhole 6' – per each.**
- Item AR751567 – Manhole 7' – per each.**
- Item AR751900 – Remove Inlet – per each.**

**ITEM AR752000 – CONCRETE CULVERTS, HEADWALLS, & MISC. DRAINAGE STRUCTURES**

DESCRIPTION

752-5.1

ADD: This item shall also include the removal and disposal off of airport property of existing concrete end sections.

CONSTRUCTION METHODS

752-3.5 ADD: Existing concrete structures to be removed shall be disposed off of airport property in accordance with all federal, state, and local regulations.

METHOD OF MEASUREMENT

752-4.1 ADD: The number of concrete flared end sections removals to be paid for shall be the number of items actually removed and accepted by the Resident Engineer of each size and type as a completed unit.

BASIS OF PAYMENT

752-5.1 ADD: The accepted number of concrete flared end section removals of each size and type will be paid for at the contract unit price per each. This price shall be full compensation for furnishing all materials, equipment, labor, tools, and incidentals necessary to accomplish the work in accordance with the plans and specifications.

Payment will be made under:

- Item AR752412 – Precast Reinforced Conc. FES 12” – per each.**
- Item AR752424 – Precast Reinforced Conc. FES 24” – per each.**
- Item AR752730 – Precast Reinforced Conc. FES Eq. Round Size 30” – per each.**
- Item AR752900 – Remove End Section – per each.**

## ITEM 754000 – CONCRETE GUTTERS, DITCHES, AND FLUMES

### DESCRIPTION

#### 754-1.1 ADD:

This item consists of IDOT Standard Portland Cement Combination Concrete Curb and Gutter and Combination Depressed Concrete Curb and Gutter constructed in conformance with these specifications at the specified locations in accordance with the dimensions, lines and grades as shown on the plans or required by the Resident Engineer.

### CONSTRUCTION METHODS

#### 754-3.2DELETE: The 3<sup>rd</sup> paragraph.

ADD: Dummy joints shall be sawed in the curb and gutter at the locations of sawed joints in the concrete pavement. The joints shall be sawed 3/8" wide by 1" deep. The joints shall be sealed with joint sealer meeting Item 605. Cost to be included in the unit price for the curb and gutter.

All expansion joints shall be constructed with a minimum 1" thick preformed expansion joint filler conforming to the cross section of the curb and gutter and shall be provided with a 1" diameter x 18" coated smooth dowel bar. The dowel bar shall be fitted with a cap having a punched stop that will provide a minimum of 1" of expansion.

#### 754-3.3BACKFILLING

ADD: Fill material for grade adjustment shall be select granular material meeting the requirements for select granular backfill of Item 701 of these Special Provisions or an IDOT FA-02 sand.

### METHOD OF MEASUREMENT

#### 754-4.1 DELETE: This paragraph.

ADD: Concrete curb and gutter shall be measured in place along the face of the curb.

#### 754-4.2 ADD: Concrete curb and gutter removal shall be measured in place along the face of the removal.

### BASIS OF PAYMENT

#### 754-5.1 DELTE: This paragraph.

ADD: The accepted quantities of concrete curb and gutter will be paid for at the contract unit price per lineal foot in place and shall be full compensation for furnishing and placing all material including concrete, jointing, sealing, curing and appurtenant work.

Payment will be made under:

**Item AR754410 – Comb Concrete Curb & Gutter – per linear foot.**  
**Item AR754904 – Remove Comb. Curb and Gutter – per linear foot.**

**ITEM 800399 – 6” High Concrete Median**

DESCRIPTION

- 1.1 This item shall consist of the construction of a concrete median to be constructed at the location shown in the plans and in accordance with the description, dimensions, and lines shown in the plans or as directed by the resident engineer.

MATERIALS

2.1 CONCRETE

All concrete used shall meet the requirements of Item 610.

METHOD OF MEASUREMENT

- 3.1 The measurement for 6” high concrete median will be measured per square yard of concrete constructed in accordance to the plans.

BASIS OF PAYMENT

- 4.1 Payment for concrete median will be per square yard. The price shall be full compensation for all materials, deliveries, installations, removals, labor, maintenance, and all other incidentals necessary to complete this item.

Payment will be made under:

**Item AR800399 – 6” High Concrete Median – per square yard.**

**ITEM AR901000 - SEEDING**

**CONSTRUCTION METHODS**

901-3.2(c) **SEEDING**

ADD: Seed shall be sown with an approved machine that mechanically places the seed in direct contact with the soil, packs and covers the seed in one continuous operation.

901-3.3 **WET APPLICATION METHOD**

DELETE: This Section.

**BASIS OF PAYMENT**

901-5.1 ADD: If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

**Item AR901510 - Seeding - Per Acre**

## ITEM AR908000 - MULCHING

### MATERIALS

#### 908-2.1 MULCH MATERIAL

DELETE: The first paragraph.

REVISE: First sentence to read:

Material used for mulching shall be (g) Manufactured Hydraulic Mulch.

### CONSTRUCTION METHODS

#### 908-3.1 REVISE: This section to read:

Within 24 hours from the time seeding has been performed, the seeded or planted area shall be given a covering of hydromulch. This method shall consist of machine application of wood or paper fiber hydraulic mulch at the specified rate using an approved hydraulic seeder. The hydraulic mulch shall be applied as a slurry of 2,000 pounds of mulch and not less than 2,000 gallons of water per acre. The hydraulic mulch slurry shall be agitated a minimum of 5 minutes before application and shall be in continuous agitation during the application. The seeding will not be applied concurrently with this operation. The mulch shall be loose enough to permit air to circulate, but compact enough to reduce erosion. On slopes steeper than 3:1, mulch shall be applied on the same day as seeded or planted.

Following the mulching operation, every precaution shall be taken to prohibit foot or vehicular traffic, or the movement of equipment over the mulched area. At any location where mulching has been displaced by Contractor's equipment or personnel, the seeding or other work damaged as a result of that displacement shall immediately be replaced and the mulch covering replaced, at the Contractor's expense, in a manner satisfactory to the Engineer.

It shall be the Contractor's responsibility to make certain that the rate of mulch application is maintained constant throughout the seeding operations.

#### 908-3.2 DELETE: This section.

### METHOD OF MEASUREMENT

#### 908-4.1 DELETE: This section.

ADD: The quantity of hydraulic mulching shall be number of acres of mulch measured in place installed in accordance with the specifications and accepted by the engineer.

### BASIS OF PAYMENT

#### 908-5.1 ADD: Payment will be made at the contract unit price per acre for hydraulic mulching. This price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

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

Payment will be made under:

**Item AR908510 – Mulching – per acre.**

**ITEM 910200 – ROADWAY SIGNS**

**DESCRIPTION**

- 1.1 This item shall consist of furnishing and installing permanent roadway signs as shown in the plans.

**MATERIALS**

2.1 **TRAFFIC CONTROL SIGNS**

The traffic control signage shall meet current IDOT criteria.

Materials for the sign, posts, bolts, and other parts required for this item shall follow the requirements of the 2007 IDOT Standard Specification for Road & Bridge Construction, Division 700. Sign dimensions shall be according to the dimensions shown in the details of the plans.

**METHOD OF MEASUREMENT**

- 3.1 The measurement for traffic control signage will be measured per each sign installed and accepted by the Engineer.

**BASIS OF PAYMENT**

- 4.1 Payment for traffic signage will be per each. The price shall be full compensation for all materials, deliveries, installations, removals, labor, maintenance, and all other incidentals necessary to complete this item.

Payment will be made under:

**Item AR910200 – Roadway Sign – per each.**

**ITEM 910400 – Guard Rail**

**DESCRIPTION**

**1.1 GENERAL**

This item shall consist of furnishing and erecting steel plate beam guard rail posts.

**MATERIALS**

**2.1 GUARD RAIL**

The guard rail materials shall meet current IDOT criteria. All materials used in the guardrail shall be approved by IDOT.

**2.2 CONCRETE**

Concrete and associated materials shall meet the requirements of Item 610.

**CONSTRUCTION METHODS**

**3.1 GENERAL**

Construction of the guard rail shall be in accordance with Section 630.03 – 630.05, Construction Requirements, Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2007.

**METHOD OF MEASUREMENT**

**3.1** The quantity of guard rail to be paid for under this item shall be the number of lineal feet measured along the top edge of the rail elements to the limits shown on the plans.

**BASIS OF PAYMENT**

**4.1** Payment will be made at the contract unit price per lineal foot for guard rail as specified, in place, complete and accepted. This price shall be full compensation for furnishing all materials, including end sections, and for all preparation, delivering, and application of these materials for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

**Item AR910400 – Guard Rail – per lineal foot.**



**APPENDIX 1**  
Policy Memorandum 96-2  
Requirements for Laboratory Testing,  
Quality Control, and Paving of Bituminous Concrete Mixtures  
20 Pages

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**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.

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

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

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

Supersedes Policy Memorandum 96-1 dated January 1, 2003

## **APPENDIX 2**

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

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

January 15, 2007

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° F ± 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 C 117	Test Method for Materials Finer than 75 µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregate
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 1559	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
IDOT	Ignition Method for Determining Asphalt Content

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 SUBMITTAL

Based upon data and test results submitted by the Contractor, the Illinois Division of Aeronautics Engineer of Construction & Materials shall issue the final Job Mix Formula approval letter that concurs or rejects the Contractor's proposed JMF. The Contractor will be required to perform the sampling and laboratory testing and develop a complete 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 (see BITUMINOUS WORKSHEET in Appendix A) in the following format:
1. To: Steve Long, Acting Chief Engineer  
Attn: Mike Wilhelm, Engineer of Construction & 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 Contractor will determine blend percentages in accordance with the contract specifications (see Section 201/401 – 3.2 JOB MIX FORMULA under Table 4) for each aggregate to be used in determining the Job Mix Formula, as well as mix temperature and asphalt content(s), and number of Marshall Blows for preparation of the Marshall Mix Design, or number of gyrations for Superpave Mix Design, depending on which design method is specified in the contract. The Contractor will verify the aggregate percentages, mix temperatures, asphalt content(s), and number of Marshall blows (or gyrations) with the IDA Engineer of Construction & Materials before beginning any testing.
- E. After verification of the information from step D., the Contractor shall make specimens and perform the following tests at various asphalt contents in order to obtain the optimum mix design. [Note: Actual test designation is referenced in Appendix B of this memorandum.]

**Marshall Tests**

Maximum Specific Gravity -- " $G_{mm}$ "  
Bulk Specific Gravity -- " $G_{sb}$ "  
Marshall Stability  
Marshall Flow  
% air voids

The JMF will be designed in accordance with Table 4 as modified in the Recurring Special Provisions for the type of mix being produced. Appendix C contains a copy of the Table 4 targets and ranges for the JMF.

- 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 and resulting optimal JMF shall be reported to the IDA Engineer of Construction & Materials with the following data included:
- Aggregate & liquid asphalt material codes
  - Aggregate & liquid asphalt producer numbers, names, and locations
  - Aggregate Blend of each aggregate
  - Optimum Blend % for each sieve
  - AC Specific Gravity
  - Bulk Specific Gravity and Absorption for each aggregate
  - Summary of Marshall Design Data: AC % Mix, Stability, Flow,  $G_{mb}$ ,  $G_{mm}$ , VMA, Voids (Total Mix), Voids Filled

- h) Optimum design data listing AC % Mix, Stability, Flow,  $G_{mb}$ ,  $G_{mm}$ , VMA, Voids (Total Mix), Voids Filled
- i) Percent of asphalt that any RAP will add to the mix
- j) Graphs for the following: gradation on 0.45 Power Curve, AC vs. Voids (Total Mix), AC vs. Specific Gravities, AC vs. Voids Filled, AC vs. Stability, AC vs. Flow and VMA

- H. The IDA Engineer of Construction & Materials shall generate and issue a concurrence or rejection of the Contractor's proposed Mix Design with the JMF for the manufacture of bituminous mixtures based upon the Contractor's submitted testing and complete mix design results. The Contractor shall not be permitted to use the proposed HMA mix in production for the project until this concurrence letter is issued to the Contractor by the IDA Engineer of Construction & Materials, and the mix passes all test section requirements, when a test section is specified.
- I. The above procedure, III. MIX DESIGN SUBMITTAL 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>Parameter</u>	<u>Control Limits</u>	
	<u>Individual Test</u>	<u>Moving Avg. of 4</u>
% Passing		
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 %

\* 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:

1. 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.

1. 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.
2. 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.

3. 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. High Density in the Growth Curve. 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.
3. 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. No individual core can be below 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. Density Acceptance under Production Paving. 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  $G_{mb}$  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 ( $G_{mm}$ ) 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, 2004

# **APPENDIX A**

# BITUMINOUS WORKSHEET

Airport: \_\_\_\_\_ Project No.: \_\_\_\_\_ AIP No.: \_\_\_\_\_

Mix Design # : \_\_\_\_\_ Material Code: \_\_\_\_\_ Producer: \_\_\_\_\_  
 Prod. #: \_\_\_\_\_

## AGGREGATE

Mat'l. Code: \_\_\_\_\_

Producer #: \_\_\_\_\_

Prod. Name \_\_\_\_\_

Location: \_\_\_\_\_

## Percent Passing

### Sieve Size

1 inch	_____	_____	_____	_____	_____
3/4 inch	_____	_____	_____	_____	_____
1/2 inch	_____	_____	_____	_____	_____
3/8 inch	_____	_____	_____	_____	_____
No. 4	_____	_____	_____	_____	_____
No. 8	_____	_____	_____	_____	_____
No. 16	_____	_____	_____	_____	_____
No. 30	_____	_____	_____	_____	_____
No. 50	_____	_____	_____	_____	_____
No. 100	_____	_____	_____	_____	_____
No. 200	_____	_____	_____	_____	_____
Washed (y/n)	_____	_____	_____	_____	_____
O.D. Gravity	_____	_____	_____	_____	_____
App. Gravity	_____	_____	_____	_____	_____
Absorption	_____	_____	_____	_____	_____
Asphalt Gravity	_____	Asphalt Source	_____	Asphalt Producer No.	_____

## MARSHALL DATA

% Asphalt \_\_\_\_\_

M. Stability \_\_\_\_\_

Flow \_\_\_\_\_

D \_\_\_\_\_

0 \_\_\_\_\_

% Air Voids \_\_\_\_\_

Q.C. Manager Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Laboratory Location: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Remarks: \_\_\_\_\_

## Bituminous Mixture Daily Plant Output

Date: \_\_\_\_\_

Tons/Hr.	Batch Wt.	Batches	Loads	Tons	Mix No.	Airport: _____
AC Prod.	Material	% Mix	Add Prod	Material	% AC	Ill. Project: _____
Temp. (F)	Agg Drier	Agg Bin	Asphalt	Bit. Mix	Bit. Mix	AIP Project: _____
Max					(RE/RT)	Consultant: _____
Min						Contractor: _____
Wtd. Avg.						Producer: _____

Mix Time	Dry	Wet	Total	Plant Oper.	Start	Stop	Delays	Hrs
Contract		Job No.	Qty	Contract		Job No.	Qty.	

Remarks \_\_\_\_\_

Bin	RAP	Bin 5	Bin 4	Bin 3	Bin 2	Bin 1	M.F.	New Bit	Wash	Changed
Mix %										
Lb/Bt-Rev									Mix Form	Spec Range
Agg %								% Pass		
1.5	Wt %									
	% Bin									
1	Wt %									
	% Bin									
3/4	Wt %									
	% Bin									
1/2	Wt %									
	% Bin									
3/8	Wt %									
	% Bin									
4	Wt %									
	% Bin									
8	Wt %									
	% Bin									
16	Wt %									
	% Bin									
30	Wt %									
	% Bin									
50	Wt %									
	% Bin									
100	Wt %									
	% Bin									
200	Wt %									
	% Bin									
Bit.										
AC - Prod	Ac-Code	Ticket	Date	Qty	AC-Prod	AC-Code	Ticket	Date	Qty	

# Bituminous Mixtures Extraction

Date: \_\_\_\_\_

Airport: \_\_\_\_\_ Consultant: \_\_\_\_\_

Illinois Project: \_\_\_\_\_ Contractor: \_\_\_\_\_

AIP Project No.: \_\_\_\_\_ Producer: \_\_\_\_\_

Mix #: \_\_\_\_\_ Dry Time: \_\_\_\_\_ Lot: \_\_\_\_\_ Sublot: \_\_\_\_\_

Type: \_\_\_\_\_ Washed: \_\_\_\_\_

Sieve	Wt.	Accum. Wt.	% Passing	Mix Formula	Tolerance	Spec Range
1.5						
1						
3/4						
1/2						
3/8						
4						
8						
16						
30						
50						
100						
200						
Tot Agg						
Bit						

Extraction Data	g
Pan, New Filter & Sample	g
Pan & New Filter	g
Sample	g
Pan, Used Filter, Aggregate	g
Pan & New Filter	g
Aggregate	g
Pan & Used Filter	g
Pan & New Filter	g
Dust in Filter	g
Sample	g
Aggregate	g
Bitumen	g

New Bit:	Marshall Stab:	Blows:	Gyro:	Flow:	TSR:
Bulk SPGR:	Max SPGR:	% Voids:	DEN (PCF):		

Remarks: \_\_\_\_\_

CC: \_\_\_\_\_ Tested by: \_\_\_\_\_



# **APPENDIX B**

**QUALITY CONTROL TESTING (PLANT)**

<b>PARAMETER</b>	<b>FREQUENCY</b>	<b>SAMPLE SIZE</b>	<b>TEST METHOD</b>	<b>REPORT FORM</b>
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 1 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 Specific Gravity	Minimum 1 per 1000 tons	1200 gm per test	ASTM D 2041	AER-M-11 and 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**

<b>PARAMETER</b>	<b>FREQUENCY</b>	<b>SAMPLE SIZE</b>	<b>TEST METHOD</b>	<b>REPORT FORM</b>
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 $G_{sb}/G_{mm}$ )		ASTM D 3203	Bituminous Worksheet (Appendix A)

**QUALITY CONTROL TESTING (PAVER)**

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

# APPENDIX C

**AGGREGATE BITUMINOUS BASE COURSE**

Percentage by Weight Passing Sieves Job Mix Formula (JMF)		
Sieve Size	Gradation B Range 1" Maximum	Ideal Target
1-1/4 in.	---	---
1 in.	100	100
3/4 in.	93 – 97	95
1/2 in.	75 – 79	77
3/8 in.	64 – 68	66
No. 4	45 – 51	48
No. 8	34 – 40	37
No. 16	27 – 33	30
No. 30	19 – 23	21
No. 100	6 – 10	8
No. 200	4 – 6	5
Bitumen %:		
Stone	4.5 – 7.0	5.5

**AGGREGATE BITUMINOUS SURFACE COURSE**

<b>Percentage by Weight Passing Sieves Job Mix Formula (JMF)</b>		
<b>Sieve Size</b>	<b>Gradation B Range ¾" Maximum</b>	<b>Ideal Target</b>
1 in.	100	---
¾ in.	100	100
½ in.	99 - 100	100
¾ in.	91 - 97	94
No. 4	56 - 62	59
No. 8	36 - 42	39
No. 16	27 - 32	30
No. 30	19 - 25	22
No. 100	7 - 9	8
No. 200	5 - 7	6
Bitumen %:		
Stone	5.0 - 7.0	6.0

**APPENDIX 3**  
Illinois Department of Transportation  
Storm Water Pollution Prevention Plan (SWPPP)  
7 Pages



**CMT**

**CRAWFORD, MURPHY & TILLY, INC.  
CONSULTING ENGINEERS**

**Storm Water Pollution Prevention Plan**

Route \_\_\_\_\_

Marked \_\_\_\_\_

Section Greater Peoria Regional Airport

Project No. PIA 3763

County Peoria

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## 1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

**The Metropolitan Airport Authority of Peoria (MAAP) and the Illinois Department of Transportation – Division of Aeronautics propose to construct improvements started at the Greater Peoria Regional Airport in Peoria, IL. The project includes constructing a new perimeter roadway including ditches and grass waterways, drainage, grading, and installation of new storm sewer connecting into the existing storm sewer system. The project also includes the construction of new perimeter fencing.**

- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary). **The improvements will consist of the following:**

**Construction of a new perimeter roadway including necessary grading, ditches, waterways and storm sewer system. All disturbed area will be turfed at the completion of the project.**

- c. The total area of the construction site is estimated to be 40± acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 18± acres.

- d. ~~The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.~~
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. ~~The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.~~

## 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

### a. Erosion and Sediment Controls

- (i) **Stabilization Practices.** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more

- (A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

1. **Temporary Stabilization** - In areas of new soil embankments, existing vegetation, inlet protection, and silt fence will serve to intercept the waterborne silts and prevent it from entering the storm drainage system or leaving the site.

Construction operations will be phased to limit disturbed areas during construction.

Existing turf areas will be protected where possible to limit disturbed surfaces and provide for dissipation of run-off velocity.

2. **Permanent Stabilization** - All areas disturbed by construction operations will be stabilized with permanent seeding and mulching following final grading. See plan sheets.
  - **Mulching** - The application of plant residues and other suitable materials to the soil surface. The purposes of this practice are to prevent erosion and prevent surface compaction or crusting, foster growth of vegetation, improve aesthetics, and control weeds.
  - **Temporary Seeding** - Planting rapid-growing annual grasses or small grains to provide initial, temporary cover for erosion control on disturbed areas. The purpose of this practice is to temporarily stabilize denuded areas that will not be brought to final grade or on which construction will be stopped for a period of more than 14 working days. It helps reduce runoff and erosion until permanent vegetation or other erosion control measures can be established and provides seedbed preparation and reduces problems of mud and dust production from bare soil surfaces during construction.

- (ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

- **Inlet Protection** - In-place before all earthmoving activities to prevent waterborne silts from entering the existing storm drain system. The purpose of this practice is to help prevent sediment from entering storm drains until the contributing watershed is stabilized and allows early use of the storm drainage system.
- **Silt Fence** - A temporary barrier of entrenched geotextile fabric stretched across and attached to supporting posts used to intercept sediment-laden runoff from small drainage areas of disturbed soil. The purpose of this practice is to cause deposition of transported sediment load from sheet flows leaving disturbed areas.

**b. Storm Water Management**

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls (use additional pages, as necessary):

**The existing storm water management system will continue to be utilized after construction.**

**c. Other Controls**

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

**d. Approved State or Local Plans**

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

**Not applicable.**

### **3. Maintenance**

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

**During construction, the contractor shall:**

- **Clean up, stabilize and grade work area to eliminate concentration of runoff.**
- **Maintain or replace erosion control items as directed by the Resident Engineer.**
- **Limit the areas to be disturbed.**
- **Restrict work to only those areas required to complete the project.**

**All maintenance of erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 0.5 inches or greater rainfall, or an equivalent snowfall.**

**Contractor shall follow inspection procedures as described in the Inspections section below. The Contractor's responsibility shall end after final acceptance of the project..**

### **4. Inspections**

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**5. Non-Storm Water Discharges**

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

**Not applicable.**



**CMT**  
**CRAWFORD, MURPHY & TILLY, INC.**  
**CONSULTING ENGINEERS**

**Contractor Certification Statement**

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information: Construction of New Perimeter Roadway and Construction of New Perimeter Fence

Route \_\_\_\_\_ Marked \_\_\_\_\_  
 Section Greater Peoria Regional Airport Project No. PIA-3763  
 County Peoria

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

\_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Title \_\_\_\_\_

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

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

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 City \_\_\_\_\_ State \_\_\_\_\_

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 Zip Code \_\_\_\_\_

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