LETTING DATE June 13, 2008 ITEM NUMBER 18A	Proposal Submitted By Name Address City/State 9 Digit Zip Code Telephone Number FEIN Number FAX Number
This proposal car by only those cor AUTHORIZATION Construction. (SEE INSTRUCT) PROPOS Illinois Departm	PROSPECTIVE BIDDERS In be used for bidding purposes Impanies that request and receive written IN TO BID from IDOT's Central Bureau of ITONS ON THE INSIDE OF COVER) AL COVER SHEET INMEDIATION INMEDI
<u>Ω</u> φ	GNATION Bloomington
	ATION McLean
ILLINOIS PROJECT	T NO. BMI-3797
☐ FEDERAL PROJE	CT NO. 3-17-0006-46
Is the Option for Bituminous Materials Cost Adjustments Selected? Please See Pages 71 and 72 and Mark the Appropriate Box Below:	PLEASE MARK THE APPROPRIATE BOX BELOW: A Bid Bond is included.

☐ Yes

☐ No

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



PR	OPC	SAL

1.	Proposal of	- I KOI OSAI
		_
	for the improvement officially known as:	

- (a) Central Illinois 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 grading and paving for access and egress roadways and employee parking lot for new airport rescue and fire fighting facility (by others).

TO THE DEPARTMENT OF TRANSPORTATION

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

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

3. **COMPLETION TIME/LIQUIDATED DAMAGES**. It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within Base Bid: 114 Additive Alternate: 5 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

Schedule of Deductions for Each Day of Overrun in Contract Time

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

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

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

	Amount	Prop of Bid Guar		Amount	of Bid Proposal Guaranty
Up to		\$5,000\$1	50 \$2,000,00	00 to	\$3,000,000\$100,000
\$5,000	to	\$10,000\$3	00 \$3,000,00	00 to	\$5,000,000\$150,000
\$10,000	to	\$50,000\$1,0	\$5,000,00	00 to	\$7,500,000\$250,000
\$50,000	to	\$100,000\$3,0	97,500,00	00 to	\$10,000,000\$400,000
\$100,000	to	\$150,000\$5,0	\$10,000,00	00 to	\$15,000,000\$500,000
\$150,000	to	\$250,000\$7,5	00 \$15,000,00	00 to	\$20,000,000\$600,000
\$250,000	to	\$500,000\$12,5	\$20,000,00	00 to	\$25,000,000\$700,000
\$500,000	to	\$1,000,000\$25,0	00 \$25,000,0	00 to	\$30,000,000\$800,000
\$1,000,000	to	\$1,500,000\$50,0	\$30,000,00	00 to	\$35,000,000\$900,000
\$1,500,000	to	\$2,000,000\$75,0	00 ov	er	\$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.

Attach Cashier's Check or Certified Check Here
In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.
The proposal guaranty check will be found in the proposal for: Item
Airport

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

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

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

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

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

The following provisions shall govern combination bidding:

- (a) A combination bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- (b) Separate contracts shall be executed for each individual proposal included in the combination.
- (c) The contract time for all contracts awarded on a combination bid shall be the sum of all calendar days contained within each contract included in the combination, unless otherwise provided in the contracts.
- (d) In the event the Contractor fails to complete any or all of the contracts on the combination bid within the contract time, including any authorized extension, the liquidated damages shall be determined from the schedule of deductions shown above in paragraph 3 for each day of overrun in contract time, based on the combination bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.

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

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

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

Schedule of Combination Bids

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

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

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

STATE JOB #-

ECMSOO2 DTGECMO3 ECMROO3 PAGE RUN DATE - 04/21/08 RUN TIME - 074635 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - BLO64

111 000 157	BM-I -3797
FED PROJECT	3-17-0006-XX
AIRPORT NAME	CENTRAL ILLINOIS REGIONAL
DIST	05
COUNTY NAME CODE	MCLEAN 113

				VV_0000 /1	BM-1 -3/9/
	**	***** BASE	****		
ITEM	PAY ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
AR 108 108	#8 5 KV UG CABLE	L.F.	195.000 x	11	
R108158	1/C #8 5 KV UG CABLE IN UD	. F	410.000 x		
R 10881	12 PAIR CONTROL CABLE	. F	1,140.000 x	II	
110201	1" PVC DUCT, DIRECT BURY	. F	1,020.000 x	- H	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
R110202	2" PVC DUCT, DIRECT BURY		460.000 x		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
R110204	4" PVC DUCT, DIRECT BURY		 ,055.000 x		†
R110212	2" STEEL DUCT, DIRECT BURY		 20.000 x	II	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
3110504	4-WAY CONCRETE ENCASED DUCT		, 090.000, t		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
3110550	SPLIT DUCT	. H	100.000 x	H	
3110900	REMOVE DUCT		1,215.000 X		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
3125441	TAXI GUIDANCE SIGN, 1 CHARACTE	EACH	 1.000 X		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
3125444	TAXI GUIDANCE SIGN,	EACH	1.000 X		
125565	SPLICE CAN	EACH	1.000 X		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
125965	RELOCATE RWY DISTANCE	EACH	 1.000 X		
15051	ENGINEER'S FIELD OFFICE		1.000 X		

ECMS002 DTGECM03 ECMR003 PAGE 2 RUN DATE - 04/21/08 RUN TIME - 074635	UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				1			1				
RIMENT OF TRANSPORTATION DULE OF PRICES CT NUMBER - BLO64	MEASURE QUANTITY	C.Y. 7,950.000 X	L.F. 1,815.000 X	EACH 12.000 X	EACH 1.000 X	L.F. 680.000 X	EACH 1.000 X	L.F. 320.000 X	L.F. 1,315.000 X	S.Y. 9,050.000 X		S.Y. 8,685.000 X	EACH 1.000 X	S.F. 72.000 X	S.F. 72.000 X	S.F. 5,325.000 X	
ILLINOIS REGIONAL ILLINOIS DEPAR SCHED CONTRAC	PAY ITEM DESCRIPTION M	EMBANKMENT IN PLACE	SILT FENCE	INLET PROTECTION	CLASS E GATE 24' -VINYL	CLASS E FENCE, VIN	ELECTRIC GATE-30'	REMOVE CLASS E FENCE	TEMPORARY FENCE	CRUSHED AGG. BASE COURSE -	REMOVE BITUMINOUS PAVEME	8" PCC PAVEMENT	PCC TEST BATCH	4" PCC SIDEWALK	PCC SIDEWALK REMOVAL	PAVEMENT MARKING	
CENTRAL II MCLEAN	ITEM	AR152455	R156510	R156520	AR162324	AR162410	AR162730	AR162900	AR163510	AR209606	AR401900	AR501508	AR501530	501604	501690	R62051	

CENTRAL ILLINOIS REGIONAL MCLEAN

ILLINÖIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - BL064

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 04/21/08 RUN TIME - 074635 CENTS 2.000 20.000 605.000 925.000 7.000 270.000 1.000 9.000 330.000 165.000 4.000 2,630.000 110.000 690,000 4,140.000 QUANTITY UNIT OF MEASURE EACH EACH EACH EACH <u>.</u> Ι.Ε. L.F. . B L.F. EACH PAY ITEM DESCRIPTION 30-FIBER OPTIC CABLE IN UD ADJUST SANITARY MANHOLE COMB CONCRETE CURB 8" PVC STORM SEWER 12" RCP, CLASS IV 6" SANITARY SEWER 20" STEEL CASING 8" WATER MAIN 2" WATER MAIN IRON FITTINGS FIRE HYDRANT WATER VALVE 15" RCP, MANHOLE INLET AR751410 AR701008 AR701512 AR701515 AR751530 AR754410 **AR760302** 4R760308 AR760720 **4R760800** AR760830 AR760840 **AR770506** AR770945 AR800219 NUMBER

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ILLINOIS DEPARTMENT OF TRANSPORTATION EC SCHEDULE OF PRICES CONTRACT NUMBER - BLO64

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	DOLLARS CENTS DOLLARS CETS																
- >) !	QUANTITY	1.000	4.000	1.000	1.000	270.000	55.000	1.000	1.000	1.000	3.000	14.000	250.000	400.000	400.000	200.000	
	UNIT OF MEASURE	EACH	EACH	L.S.	L.S.	! ! ! ! ! ! • ! • ! •		EACH	EACH	L.S.	EACH	C. Y.		. L	L.F.	· · · · · · · · · · · · · · · · · · ·	
	PAY ITEM DESCRIPTION	1	ELECTRICAL HANDHOLE-4'	PRESSURE TESTING OF WATERMAIN	DISINFECTION OF WATERMAIN	LEAKAGE TESTING	CLASS E FENCE W/SCREEN	REPLACE SIGN FACE	FLAG POLE	LIGHTING CONTROLS	POLYMER CONCRETE HANDHOLE	CONTROLLED LOW STRENGTH MATERI	2-#8 USE, 1-#10 GROUND	2-#10 USE, 1-#10 GROUND	6/C #18 SHIELDED CABLE	2/C #14 SHIELDED C	
1	I TEM NUMBER	AR800231	R80025	800271	R800272	R800276	R800280	R800294	R800304	R800306	· •	3800325	3800349 	1800350	R800351	800352	

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES	CONTRACT NUMBER - BL064
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CENTRAL MCLEAN

PRICE RS CTS	2	1 1 1 1	1 1 1 1 1 1	1 1 1	 	1 1 1] 	1 1 1 1 1 1 1	; ! !	† 1 1 1 1	 	1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
TOTAL TS DOLLA	 		 	 					- to	- II	 		
UNIT PRICE DOLLARS CENTS		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1	
QUANTITY	1.000 ×	23.000 x	450.000 x	 000.9	615.000 x	 000.9	7,475.000 x) 3.000.	1.000 X)) 1.000 X	12.000 X	X 000.8
UNIT OF	L.S.	S.Y.		ACRE	S.Y.	ACRE	S.Y.	EACH	EACH	EACH	EACH	EACH	EACH
PAY ITEM DESCRIPTION	!	PAVEMENT REMOVAL AND REPLACEME	SANITARY SEWER FITTIN		SODDING	MULCHING	EXCELSION BLANKET	ROADWAY LIGHT POLE, TYPE	ROADWAY LIGHT POLE, TYPE B	ROADWAY SIGN	HANDICAP SIGN	BOLLARD	REMOVE
ITEM	AR800353	AR800382	R800383	AR901510	AR904510	R9085	R908520	R910101	R910102	AR910200	AR910230	20	R910915

***THE DEPARTMENT RESERVES THE RIGHT TO AWARD THIS CONTRACT ON THE ***BASIS OF ANY OF THE ALTERNATES OR COMBINATION THEREOF.

SUBTOTAL BASE

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CENTRAL ILLINDIS REGIONAL MCLEAN

--' --' ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - BL064

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-	DOLLARS CENTS DOLLARS CTS	П			 SUBTOTAL ALT 1 \$	
	QUANTITY	880.000	840.000 X	30.000		
I INI T OF	MEASURE	S.Y.	S.Y.	S.F.		
	PAY ITEM DESCRIPTION	AS209606 CRUSHED AGG. BASE COURSE - 6"	ш	PAVEMENT MARKING		
ITEM	NUMBER	AS209606	AS501508	AS620510		

ALTERNA

TOTAL

SUMMARY OF

TOTAL BASE

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TOTAL ALT 1

NOTE:

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.

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

THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$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.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. 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.

N/A	(Federal)	

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.

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.

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.

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

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

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submincorporated by reference in this bid. Any necessary additional forms or an bid.	
(Bidding Compa	any)
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)
Signature of Authorized Represe	entative Date

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

D.

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$87,526.20? YES NO
3.	Does anyone in your organization receive more than \$87,526.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$87,526.20? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding of	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is ed to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but does to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	swer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a lat is authorized to execute contracts for your company.
bidding of STATEM	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the mentity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT APPLICABLE (ENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered ensive and the bid will not be accepted.
procuren	der shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing ment relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box of toom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency p attached and are r	If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois ending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development sust be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Aff Illinois a	I: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type idavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of gency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. dicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by 2.
	he bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B isclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name						
Legal Address						
City, State, Zip						
Telephone Number					Fax Number (if avail	lable)
enter into a contract with to Disclosure Form. This info	on contained in this Form is received State of Illinois must discommation shall become part of the tracts. A publicly traded confuctions. DISCLOSU	ose the financia ne publicly avail pany may subi	al information a able contract fil mit a 10K discl	nd potentia e. This For osure in sa	al conflict of interest inform A must be completed the tisfaction of the require	formation as specified in this for bids in excess of \$10,000
of ownership or distrib he Governor's salary for each individual m	ncial Information. The putive income share in exas of 10/1/2000). (Make neeting these requirement (type or print information).	cess of 5%, copies of th	or an interest	which ha	as a value of more th	nan \$87,526.20 (60% o
NAME:						
ADDRESS _						
Type of owner	rship/distributable inco	me share:				
stock	sole proprietorship		partnershi	р	other: (explai	in on separate sheet):
% or \$ value o	of ownership/distributable	e income shar	re: _			
conflict of interest rela	ential Conflicts of Interest ationships apply. If the a sloyment, currently or in	nswer to any	question is '	Yes", ple	ease attach additiona	al pages and describe.
(b) State emp	ployment of spouse, father 2 years.	r, mother, so	n, or daughte	er, includ		loyment for services in No
any unit of lo	tatus; the holding of electrical government authorizes trently or in the previous	ed by the Co				tutes of the State
(d) Relationsl son, or daugh	hip to anyone holding ele	ective office	currently or i	n the pre	vious 2 years; spous Yes	

RETURN WITH BID/OFFER

States of Amer statutes of the	office; the holding of any appointive government office of rica, or any unit of local government authorized by the Constate of Illinois, which office entitles the holder to compens	stitution of the State	e of Illinois or the
the discharge of	of that office currently or in the previous 3 years.	Yes	No
(f) Relationship	p to anyone holding appointive office currently or in the pre	evious 2 years; spoi	use, father,
, ,		Yes	No
(g) Employmen	nt, currently or in the previous 3 years, as or by any register	•	State government. No
(h) Relationshi son, or daughte	p to anyone who is or was a registered lobbyist in the previoer.	, ,	
		Yes	No
committee regi	ed employment, currently or in the previous 3 years, by any istered with the Secretary of State or any county clerk of the istered with either the Secretary of State or the Federal Boar	e State of Illinois, ord of Elections.	or any political action
		Yes	No
2 years by any	p to anyone; spouse, father, mother, son, or daughter; who we registered election or re-election committee registered with Illinois, or any political action committee registered with eight of Elections.	the Secretary of S	tate or any county clerk of State or the
		Yes	No
	APPLICABLE STATEMENT	Γ	
This Disclosure Form	A is submitted on behalf of the INDIVIDUAL named o		
Completed by:			
Completed by:	Name of Authorized Representative (type or pr	rint)	
	Title of Authorized Representative (type or pr	int)	
Completed by:			
	Signature of Individual or Authorized Represent	tative	Date
	NOT APPLICABLE STATEME	ENT	
I have determined the completion of this Fo	at no individuals associated with this organization meet rm A.	the criteria that w	vould require the
This Disclosure Form	A is submitted on behalf of the CONTRACTOR listed	on the previous p	age.
	Name of Authorized Representative (type or pr	rint)	
	Title of Authorized Representative (type or pr	int)	
	Signature of Authorized Representative		Date

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RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



PART I. IDENTIFICATION

Human Rights	
Bid Number:	Duration of Project:
Name of Bidder:	

PART II. WORKFORCE PROJECTION

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

the workforce to be a					TABL										TABLE			
		TOT	AL Wo	orkforc	e Project	ion for	Contra	ict	1					C			APLOYE!	ES
				MIN	ORITY I	EMDI (VEES			TD /	AINEES						SIGNED	
JOB	TOT	ΓAL		IVIIIN		DIVIE L.(THER	APPR			НЕ ЈОВ		TO CONTRACT TOTAL MINORIT				
CATEGORIES	EMPLO		BLA	ACK	HISPA	ANIC		NOR.	TIC			TRAINEES		EMPLO				OYEES
	M	F	M	F	M	F	M	F	M	F	M	F		M	F	İ	M	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL		_																

TABLE C								
TOTAL Training Projection for Contract								
EMPLOYEES	TO	ΓAL					ro*	HER
IN	EMPLOYEES		BLACK		HISPANIC		MINOR.	
TRAINING	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB								
TRAINEES								

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

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on page 2

FOR DEPARTMENT USE ONLY

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

PART II. WORKFORCE PROJECTION - continued

	included in "Total Employees" under Table A is the total number of new hires that would be employed in the event ne undersigned bidder is awarded this contract.
T re	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
0	ffice or base of operation is located.
	included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the indersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.
	he undersigned bidder estimates that (number) persons will be irectly employed by the prime contractor and that (number) persons will be mployed by subcontractors.
PART III	. AFFIRMATIVE ACTION PLAN
u ir co (g u	the undersigned bidder understands and agrees that in the event the foregoing minority and female employee tilization projection included under PART II is determined to be an underutilization of minority persons or women 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 tilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the Department of Human Rights .
SI	the undersigned bidder understands and agrees that the minority and female employee utilization projection abmitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to e part of the contract specifications.
Company	Telephone Number
Address	
	NOTICE REGARDING SIGNATURE
	dder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature needs to be completed only if revisions are required.
Signatu	re: Title: Date:
Instruction	ons: All tables must include subcontractor personnel in addition to prime contractor personnel.
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A. BC-1256-Pg. 2 (Rev. 3/98)

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

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

A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

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

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

(End of Clause)

D. BUY AMERICAN CERTIFICATE (JAN 1991)

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

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

PRODUCT	COUNTRY OF ORIGIN

E. NPDES CERTIFICATION

In accordance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder, this certification is required for all construction contracts that will result in the disturbance of 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 <u>each</u> erosion control measure identified in the Storm Water Pollution Prevention Plan, the contractor or subcontractor responsible for the control measure(s) must sign the above certification (forms to be provided by the Department).

F. NON-APPROPRIATION CLAUSE

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

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

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., June 13, 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 grading and paving for access and egress roadways and employee parking lot for new airport rescue and fire fighting facility (by others).

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
- **5. PRE-BID CONFERENCE.** There will be a pre-bid conference held at <u>N/A</u> at the Central Illinois Regional Airport administration building. For engineering information, contact Randy Vogel of Crawford, Murphy & Tilly, Inc. at (217) 787-8050.
- **6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is <u>5.0</u>%.
- 7. SPECIFICATIONS AND DRAWINGS. The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated April 1, 2008 and the Construction Plans dated April 1, 2008 as approved by the Department of Transportation, Division of Aeronautics.

- **8. INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for <u>three years</u> after the Sponsor makes final payment and all other pending matters are closed.
- **9. RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

10. TERMINATION OF CONTRACT.

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

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

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

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

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

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

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

The contract time for this contract is <u>Base Bid</u>: 114 <u>Additive Alternate</u>: 5 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.

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					
	Dusiness Address					
	Firm Name					
	Ву					
(IF A CO-PARTNERSHIP)	Business Address					
(ii ii ee iiiiiii dheiiii)		Name and Address of All Members of the Firm:				
	-					
	Corporate Name					
	D		Corporate Seal			
(IF A CORPORATION)	Attest		President			
,			Corporate Secretary			
						
	Name of Corporate Office	ers:				
	President	Corporate Secretary	Treasurer			
	NOTARY CERTIFICA	ATION				
STATE OF ILLINOIS,	ALL SIGNATURES MUST BE	E NOTARIZED				
COUNTY OF						
I,	, a Notary Public in and for said cou	nty, do hereby certify that				
	AND					
	(Insert names of individual(s) signing	g on behalf of bidder)				
	me to be the same persons whose names are in person and acknowledged that they sign					
act for the uses and purposes therei	n set forth.					
Given under my hand and notarial	seal this day	of	, A.D			
My commission expires			(Seal)			
		Notary F	Public			

Return with Bid



Division of Aeronautics Proposal Bid Bond

(Effective January 1, 2002)

Form D.E. (Rev. 12-2001)

		Item No. <u>18A</u>
	Airport: <u>Central Illinois Regior</u> III. Proj. No. <u>BMI-3797</u> Fed. Proj. No. <u>3-17-0006-46</u>	
KNOW ALL MEN BY THESE PRESENTS. PRINCIPAL, and	. that we,	, as
firmly bound unto the, hereinafter called the specified in Section 6, PROPOSAL GUARA	ANTEE of the Proposal Documen	, as SURETY are held and 5 percent of the total bid price or of the amount t, whichever is the lesser sum, well and truly to be paid eirs, executors, administrators, successors, and
	partment of Transportation, Divisi	CIPAL has submitted a Bid Proposal to the SPONSOR on of Aeronautics, for the improvement designated by
within the time and as specified in the Biddi approved by the AGENT, and if after the average Bidding and Contract Documents including sufficient surety for the faithful performance prosecution thereof; or if, in the event of the contract and to give the specified bond, the between the amount in the Bid Proposal and perform the work covered by said Proposal IN THE EVENT the SPONSOR acting through the procedure of the set forth in the preceding paragraph, then the demand therefor. If the SURETY does not a set forth in the preceding the set forth in the precedure of the sure of	ing and Contract Documents, subward, the PRINCIPAL shall enter evidence of insurance coverage's of such contract and for prompt e failure of the PRINCIPAL to make PRINCIPAL pays to the SPONS of such larger amount for which the Document, then, this obligation to the SURETY shall pay the penal search of the SPONSOR and to the AGEN	Bid Proposal of the PRINCIPAL; and if PRINCIPAL shall smit the DBE Utilization Plan that is acceptable and into a contract in accordance with the terms of the s and providing such bond as specified with good and payment of labor and material furnished in the set the required DBE submission or to enter into such OR the difference not to exceed the penalty hereof he SPONSOR may contract with another party to be void; otherwise to remain in full force and effect. RINCIPAL has failed to comply with any requirement as sum to the SPONSOR within fifteen (15) days of written riod of time, the AGENT may bring an action to collect IT for all its expenses, including attorney's fees, incurred art.
IN WITNESS WHEREOF, the said PRINCI	PAL and the said SURETY have	caused this instrument to be signed by
their respective officers this		ů ,
PRINCIPAL	SUR	
(Company Name)	(Con	npany Name)
Ву:	Bv:	
By:(Signature & Title)	, _	(Signature of Attorney-in-Fact)
	Notary Certification for Principa	al and Surety
State of Illinois) Ss: County of)		
Ι,	, a No	tary Public in and for said County, do hereby certify that
(Insert names of individuals signi	and ing on behalf of PRINCIPAL & SU	RETY)
	e me this day in person and ackn	s are subscribed to the foregoing instrument on behalf of owledged respectively, that they signed and delivered set forth.
Given under my hand and notary seal the	isday of	A.D., 20
My commission expires		(Maine D. L.C.)
		(Notary Public)
	lectronic bid bond has been execu	IPAL may file an Electronic Bid Bond. By signing below, uted and the PRINCIPAL and SURETY are firmly bound s shown above.
Electronic Bid Bond ID#	Company/Bidder Name	Signature and Title



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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



CONTRACT REQUIREMENTS

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

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

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

Revised 1/92

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

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

(3) Payrolls and basic records.

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

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

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

(4) Apprentices and Trainees

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

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

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

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

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

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

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

Attachment No. 1

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

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

ATTACHMENT NO. 2

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

- Appendix B of 49 CFR Part 29 -

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

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

Instructions for Certification

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

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

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

STATE REQUIRED CONTRACT PROVISIONS

ALL FEDERAL-AID CONSTRUCTION CONTRACTS

Effective February 1, 1969 Revised January 2, 1973

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

"EQUAL EMPLOYMENT OPPORTUNITY"

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

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractors obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every subcontractor; and that it will also so include the provisions or paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

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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 contact or subcontract.

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

APPENDIX B

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

Goal

Economic Area

O56 Paducah, KY:

Non-SMSA Counties
IL - Hardin, Massac, Pope

KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden,

Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall

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

APPENDIX B (CONTINUED)

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

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

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

- 3. The Illinois Division of Aeronautics will provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

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

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

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

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

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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).

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

41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

DISADVANTAGED BUSINESS POLICY

I. NOTICE

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

II. POLICY

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

III. OBLIGATION

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

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

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

V. BREACH OF CONTRACT

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

(Rev. 9/21/92)

State of Illinois Department of Transportation

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

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

- III. OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.7% 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 5.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
 - A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
 - B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

- D. The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.
- VII. CALCULATING DBE PARTICIPATION: The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.
 - A. DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
 - B. DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
 - C. DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
 - D. DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
 - E. DBE as a material supplier:
 - 1. 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - 2. 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - 3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.
- VIII. GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

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

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

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

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

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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

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

<u>Certification Regarding Debarment, Suspension, and</u> 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

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

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

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

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

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

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

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

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

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

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

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

<u>Description.</u> 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_p = 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_L = 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_v = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_v 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_v and

undiluted emulsified asphalt will be considered to be 65% AC_v.

Q = Authorized construction Quantity, tons (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} 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_{mb} and % AC_{v} .

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_{mb} = 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_L and BPIp in excess of five percent, as calculated by:

Percent Difference = {(BPI_L - BPI_D) ÷ BPI_L} x 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 AIRPORT RESCUE AND FIRE FIGHTING (ARFF) FACILITY GRADING & PAVING

ILL. PROJ. BMI-3797 AIP PROJ. 3-17-0006-46 & 48

At

CENTRAL ILLINOIS REGIONAL AIRPORT BLOOMINGTON, ILLINOIS

APRIL 1, 2008

Prepared By:



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

GENERAL

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Project, 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 Bloomington-Normal Airport Authority for the improvements at Central Illinois Regional Airport, Bloomington, 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 including updates posted at http://www.dot.state.il.us/aero/airspecs.html 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.

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DIVISION 1 – GENERAL PROVISIONS

SECTION 20 – SCOPE OF WORK

20-05 MAINTENANCE OF TRAFFIC

ADD: The Contractor shall provide his own radio capable of transmitting and receiving on the tower's frequencies of <u>121.65</u> and <u>124.60</u> MHz.

The Contractor shall notify the FAA Field Office through the Airport 72 hours prior to working in NAVAID critical areas or in areas where FAA cables or facilities are located.

SECTION 30 - CONTROL OF WORK

30-04 COOPERATION OF CONTRACTOR

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

30-06 CONSTRUCTION LAYOUT

DELETE: Section 30-06 of The Supplemental Specifications.

ADD: CONSTRUCTION LAYOUT STAKES

The Contractor will be required to furnish and place construction layout stakes for this project. The Resident Engineer will locate and reference six (6) control points and will establish benchmarks along the line of the improvement outside construction limits. The Contractor shall locate and reference the centerline of survey, which shall also consist of locating and referencing control points such as point of curvature, points of tangent, and sufficient points on tangent to provide a line of sight. Control points set by the Resident Engineer shall be identified in the field to the Contractor, and the field notes shall be kept in the office of the Resident Engineer.

The Contractor shall provide field surveys directed by a registered surveyor or engineer, and set all additional stakes for this project which are needed to establish offset stakes. reference points, slope stakes, pavement and grade, stakes for culverts, sewers and drainage structures, paved gutters, walls, monuments, fence, right-of-way lines, and any other horizontal or vertical controls, including supplementary bench marks necessary to secure a correct layout of the work. Grading slope stakes shall be set at sufficient intervals (not to exceed 100 feet) to accurately outline the slopes. Stakes for line and grade of pavement shall be set at sufficient station intervals (not to exceed 25 feet) to assure substantial conformance to plan line and grade. Staking of right-of-way lines, if applicable, shall consist of placing tall stakes, properly identified and readily discernible. at points of change in width of direction of the right-of-way and at points along the line so that at least two of the stakes can be seen distinctly from any point of the line. Right-ofway lines shall be staked at locations where construction is to be performed prior to beginning construction. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, or to determine the property line between properties.

The Contractor shall be responsible for having the finished work substantially conform to the line, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Resident Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks, and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use a registered surveyor or engineer and competent personnel and suitable equipment for the layout work required.

RESPONSIBILITY OF THE RESIDENT ENGINEER

A. The Resident Engineer will locate and reference six (6) control points within the limits of the project.

- B. Benchmarks will be established along the project outside of construction lines.
- C. Stakes set for A. and B. above shall be identified in the field to the Contractor and the field notes kept in the Resident Engineer's office for references by him.
- D. The Resident Engineer may make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into the work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- E. After the Contractor has staked the drainage structures, the Resident Engineer may check the staking, either visually or by instrument, to determine if the structures fit the waterways in horizontal alignment and vertical elevation. If it is necessary to redesign the drainage structure, the Resident Engineer will furnish a revised design and re-stake the structure.
- F. The Resident Engineer will make all measurements and take all cross sections from which the various pay items are to be measured, such as cross sections for all borrow pits and channel changes, additional measurements needed to determine the amount of earthwork and all measurements on which the depth of subbase, bases or pavements are to be verified.
- G. Where the Contractor, in setting construction stakes, discovers discrepancies, the Resident Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross-sectioning of the area involved, and all additional re-staking necessary.
- H. The Resident Engineer will accept responsibility for the accuracy of specific stakes that are covered by random instrument checks and recorded, provided no displacement occurs.
- It is not the responsibility of the Resident Engineer to check the correctness of the Contractor's stakes, 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.
- J. All measurements necessary to determine the final pay quantities must be made by the Resident Engineer independently of the Contractor's station stakes and any benchmarks established by the Contractor.

RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor will set all other stakes necessary to establish limits and elevations of the work.
- B. Field notes shall be kept in standard survey field notebooks and these books shall become the property of the Division at the completion of the project.
- C. It is not considered the responsibility of the Contractor to make a detailed check of the accuracy of the plans; however, it is expected that the Contractor will advise the Resident Engineer promptly of known errors in the plans.

- D. The Contractor shall reset the existing control points shown on the plans and establish ties for the reset points.
- E. The ties established shall meet the approval of the Resident Engineer.
- F. The Contractor will be restricted to iron pins or drill holes for permanent monumentation.
- G. The control points to be reset are Pls, PCs, PTs, and POTs.
- H. The Contractor shall be required to establish a grid at the edges of each paving line on 25' centers and document elevations prior to placing the PCC and bituminous pavements. These grades shall immediately be provided to the Resident Engineer. The Contractor shall also provide a table showing the existing pavement elevations, proposed pavement elevations and the proposed pavement thickness a minimum of 36 hours prior to paving. If for any reason the proposed pavement thickness is less than the design thickness, the profiles may require adjustment.
- I. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.

30-12 LOAD RESTRICTIONS

The Contractor shall obtain all necessary permits and temporary easements for the public access road(s) to be used for construction hauling and construction access with the City, Township, Illinois Department of Transportation and/or any agency that maintains the road(s). The Contractor shall be responsible for any damage to the public roadways caused by construction traffic hauling to this project.

The Contractor shall provide, install and maintain any warning signs (trucks entering highway, etc.) as required by the City, Township, County or Illinois Department of Transportation and/or any agency that maintains the roadway.

30-16 FINAL INSPECTION

DELETE: The first sentence of the first paragraph.

ADD: As the first sentence of the first paragraph.

Upon due notice to the Resident Engineer from the Contractor of presumptive completion of the entire project, the charging of Contract Time shall be suspended and the Engineer will make an Inspection.

ADD: After the first sentence of the second paragraph:

The charging of Contract Time shall resume following the Inspection and shall continue until the remaining work, including the applicable requirements of Section 20-08, Final Clean-up, is completed to the Engineer's satisfaction.

30-18 PLANS AND WORK DRAWINGS

DELETE: Section 30-18 of the Supplemental Specifications.

ADD: The Contractor shall prepare shop, working, or layout drawings for all parts of the

work. Before commencing any work or providing any material, the Contractor shall submit for review by the Project Engineer, all drawings relating to the construction arrangement or disposition of the work including drainage and electrical materials entering into the contract, and show the complete materials with manufacturer's specifications of same. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Prior to submission, the Contractor shall review all shop drawing submittals for accuracy, completeness, and compliance with the contract requirements. The Contractor shall stamp, sign and date each submittal indicating Contractor approval of the submittal.

When submittals require close coordination of a number of products, the Contractor shall coordinate a concurrent submittal of all such products. The Project Engineer may withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Any deviation from contract requirements shall be clearly identified on the shop drawing submittal and supporting documentation for such deviation shall be attached. The Project Engineer reserves the right to rescind inadvertent acceptance of submittals containing unidentified deviations.

Shop drawing submittals shall contain a letter of certification from the manufacturer stating that all materials furnished for the project conform to the contract drawing requirements.

The Project Engineer or his representative shall review shop drawings submitted by the Contractor for materials and/or equipment to be provided as part of the contract. The review of the submittals by the Project Engineer (or his representative) will indicate only that the general method of construction and detailing is satisfactory. Such review will not relieve the Contractor of the responsibility for complying with the contract document requirements or for any error that may exist in the submittal. The Contractor is responsible for the dimensions and designs of adequate connections, detail and satisfactory construction of all work.

The Project Engineer shall note "No Exceptions Taken", "Exceptions Taken as Noted", or "Resubmit with Corrections". Submittals marked as "Resubmit with Corrections" shall be modified and resubmitted as soon as possible.

Drawings shall be submitted within two weeks after the date of the Notice to Proceed or within six weeks of the Notice of Award whichever occurs first.

The Contractor shall submit at least eight (8) copies of each drawing to be reviewed of which six (6) copies will be retained by the Project Engineer for his use and records. Two (2) copies of each drawing will be returned to the Contractor.

The following information shall be clearly marked on each shop, working, and layout drawing, catalog cut, pamphlet specifications sheet, etc., submitted.

PROJECT LOCATION: Central Illinois Regional Airport

Bloomington, IL

PROJECT TITLE: Construct ARFF Sitework
PROJECT NUMBERS: Illinois Project: BMI-3599

Illinois Project: BMI-3599 AIP Project: 3-17-0006-46

CONTRACT ITEM: (Pay Item Name & Number)

i.e., AR754610 Paved Ditch

SUBMITTED BY: (Contractor/Subcontractor Name)

DATE: (Date of Submittal)

This information shall be included on each page of each 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. 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 –gage 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 weighted bases for supporting posts.
- B. Guarded Opening. A temporary opening 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 Central Illinois 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.

SECTION 40 – CONTROL OF MATERIALS

40-11 CERTIFICATION OF MATERIALS

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

The certification shall be submitted as 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 FOR 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 <u>not</u> be paid for separately, but shall be considered incidental to the associated item.

All submittals shall contain the following information:

PROJECT LOCATION:

Central Illinois Regional Airport

Bloomington, IL

PROJECT TITLE: PROJECT NUMBERS:

Construct ARFF Sitework Illinois Project: BMI-3599

AIP Project: 3-17-0006-46

CONTRACT ITEM:

(Pay Item Name & Number), i.e., AR754610 Paved Ditch

SUBMITTED BY:

(Contractor/Subcontractor Name)

DATE:

(Date of Submittal)

If the Division of Aeronautics requires additional documentation, they shall request it through the Resident Engineer.

SECTION 50 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

ADD: The Contractor shall be responsible for locating Airport owned utilities.

50-26 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

As a minimum, the Contractor shall be responsible for safety during construction as follows:

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

SECTION 60 - PROSECUTION AND PROGRESS

60-05 LIMITATION OF OPERATIONS

ADD: A minimum distance of <u>95'</u> shall be maintained between construction operations and the centerline of all active taxiways and taxilanes and <u>250'</u> from centerline of active runways. It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

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

60-08 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD: After the fourth paragraph:

The Engineer will make charges against Contract Time after the presumptive completion of the entire project as provided for in Section 30-16, Final Inspection.

60-13 CONTRACTOR'S ACCESS TO AIRFIELD

ADD: The location of an area for parking by the Contractor's employees shall be as shown on the plans or as agreed to by the Airport.

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

ADD: The Contractor shall submit a 10-year background and employment check on the Superintendent and supervising Foremen and complete a security form for all personnel he proposes to use on the Airport. These forms shall be completed prior to that person being issued an identification badge and allowed on the airfield. A list of personnel authorized to work on the airfield shall be provided to the Resident Engineer by the Contractor. The Superintendent and Foremen that are issued badges shall be directly responsible for the identity and location of those they are supervising while on the airfield. Badges shall be returned to the Airport once the project is complete or the person is no longer employed by the Contractor.

60-14 SECURITY DURING CONSTRUCTION

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

- 1) Possess a copy of the Airport's project security plan.
- Comply with the Airport's security plan associated with the construction project and ensure that construction personnel are familiar with security procedures and regulations on the Airport.

- Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational security of the Airport.
- 4) Restrict movement of construction vehicles to construction areas with flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
- 5) Visibly delineate his construction zone by placing a line of barricades or flagging around the entire work zone during each phase of the contract.
- 6) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.
- 7) The Airport may require that all Security Guards undergo additional training necessary to meet the Airport's security needs.
- 8) The Contractor shall be required to maintain security on the Airport as specified or as directed by the Airport.
- 9) The Airport Operator has a program in which the contractor has the ability to have personnel approved to acquire uncontrolled access to the air operations area (AOA) for purposes of this contract. Those person(s) having uncontrolled access must successfully complete a Criminal History Records Check (CHRC), security training, and provide proper documentation as required by the Airport Security Coordinator. Person(s) with uncontrolled access privileges must successfully complete the necessary security training in order that they can escort additional workers limited to having only controlled access privileges.
- 10) The Contractor's Superintendent, Foremen, Security Guards, and any supervisory personnel in charge of other workers shall obtain an Airport security badge and display this badge while on site in accordance with Federal Aviation Administration Regulations. Contractor personnel with badges shall be directly responsible for the identity and location of those they are supervising while on the airfield.
- 11) All workers are to remain in their immediate work area(s) at all times.
- 12) Contractor will provide 24 hours contact phone numbers to the Airport Security Coordinator (ASC) prior to the start of any work.
- 13) Only those person(s) with the approved security training and badges may have an unescorted physical presence inside the fenced areas and airport operations area (AOA).
- 14) Any person identified as being on a TSA/FAA security watch list will be immediately reported to the controlling agencies and is prohibited from working on airport property. Notice will be given to the primary contractor if such action is necessary.
- 15) Airport security badges have a non-refundable \$44.00 processing fee per applicant badge and an additional refundable, \$300.00 deposit per badge.
- 16) The contractor will be required to post a Project Security Deposit, which shall be a cashier's check in the amount of \$3000.00. If there are any security fines or

penalties imposed upon the Contractor, the fine will be paid from this check with any balance returned to the contractor at the end of the project.

- 17) The Contractor shall be responsible for keeping the access gate closed and locked during work hours. If the Contractor chooses to leave the gate open, then he shall post a competent, properly trained Security Guard to prevent unauthorized entries. The Contractor shall replace any unsatisfactory security guards if so directed by the Airport.
- 18) The Contractor shall install and maintain a heavy-duty padlock on the access gate. He shall provide keys for this padlock to the Resident Engineer and Airport. No additional keys are to be distributed unless authorized by the Airport.
- 19) The Contractor shall provide a sign at all access gates stating "Authorized Personnel Only." All costs relating to Contractor's access and security shall be the responsibility of the Contractor.

It is strongly suggested that a contractor training coordinator be appointed by the contractor to interact between the contractor and the Airport Security Coordinator (ASC). This contractor training coordinator will then be assigned/trained contractor security training duties and responsibilities necessary to the project. The Airport Security Coordinator will hold two security training classes. The first is for the contractor security coordinator and second is for the training of all personnel intended to apply for an airport uncontrolled access badge. After that training session, the contractor security coordinator will be responsible to train all other company personnel necessary to the success of the project. Training dates and times will be mutually agreeable to the contractor and the ASC.

The Contractor shall comply with Federal Aviation Regulations Part 107 (Airport Security), Federal Air Regulation 139 (Airport Certification), and with all rules and regulations of the Airport, including, but not limited to, control and access to the ramp by Contractor's, employees and agents.

DIVISION II - PAVING CONSTRUCTION DETAILS

ITEM 150510 - ENGINEER'S FIELD OFFICE

Check Sheet #5

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

BASIS OF PAYMENT

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

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

ITEM 152000 - EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.2 CLASSIFICATION

ADD: "Topsoil Stripping" shall consist of stripping the existing topsoil from the proposed borrow area, below the proposed embankments or below the proposed airfield, roadway and shoulder pavements. For the purposes of this specification, topsoil shall consist of the material containing brush, sods, grass, decayed vegetable matter, or vegetation approximately four inches (4") in depth.

CONSTRUCTION METHODS

152-2.2 EXCAVATION

ADD: Compaction control tests for aircraft weights of more than 60,000 pounds (ASTM D 1557 - Modified) shall apply to the area within twenty (20') feet of and including the proposed building footprint.

ASTM D698 shall apply for all other locations.

REVISE: Table 1, Compaction Requirements, to read:

Below proposed airfield pavements, within 20' of and including the proposed building footprint.

"Embankments outside pavement limits and greater than 8" below subgrade."

152-2.3 BORROW EXCAVATION

DELETE: The first paragraph.

ADD: The Contractor shall provide the borrow material necessary to construct the proposed improvements.

ADD: After the second paragraph:

As a minimum, the Contractor shall provide borrow material that meets the follow requirements:

Maximum Density at Optimum Moisture Content (AASHTO T99 Method C)	90 pcf minimum.
Organic Content	10% maximum
(AASHTO T194)	
Percent Silt and Fine Sand	65% maximum
(AASHTO T88)	
Plasticity Index (PI)	12% minimum
(AASHTO T90)	
Liquid Limit (LL)	50% maximum

The Contractor shall be required to obtain and submit the test results of the proposed borrow material for review by the Engineer.

(AASHTO T89)

152-2.5 PREPARATION OF EMBANKMENT AREAS

ADD: After the first paragraph:

Prior to placing embankment for new pavements, the topsoil as defined in Section 152-1.2 shall be stripped and stockpiled for future use.

<u>152-2.6</u> STRIPPING

DELETE: This Section.

ADD: Topsoil as defined in Section 152-1.2 shall be stripped within the grading limits before the earthwork is started.

Compressible and/or organic materials shall be removed down to dense material as directed by the Resident Engineer, and replaced with suitable embankment material.

Materials excavated during the stripping process shall not be utilized as embankment under buildings, proposed or future pavements.

Materials excavated during the stripping process shall be stockpiled at a location designated by the Contractor and approved by the Resident Engineer outside of the grading limits and allowed to decay. Upon completion of the earthwork, this material shall be incorporated as directed in Item 905 over the disturbed surface. Excavation, stockpiling and incorporation of this material shall not be measured for payment but shall be considered incidental to Item 152 except as noted herein.

152-2.12 TOPSOIL

DELETE: The third paragraph.

ADD: Stockpiling of topsoil for later reuse and redistribution shall be done at the Contractor's expense except as noted herein. Stockpiling necessary for respreading shall be considered incidental to the project.

METHOD OF MEASUREMENT

152-3.1, 3.2, 3.3, 3.4

DELETE: These sections.

<u>152-3.5</u> The quantity of embankment in place to be paid for shall be the number of cubic yards measured in its final position.

For payment specified by the cubic yard, measurement for all embankment in place shall be computed by the average end area method. The end area is that bound by the original ground line established by cross-sections and the final ground line established by embankment cross-sections as shown on the plans.

Measurement shall not include the quantity of materials excavated or constructed without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

Before any work is started which would affect the measurements, the Contractor shall verify all earthwork quantities shown in the plans are in agreement with earthwork

quantities from his own calculations. The Contractor shall notify the Engineer of any discrepancies in quantities.

When the project is constructed essentially to the lines, grades, or dimensions shown on the Plans and the Contractor and the Resident Engineer have agreed in writing by the use of form AER-981 that the plan quantities are accurate, no further measurement will be required and payment will be made for the quantities shown in the contract for the various items involved except that if errors are discovered after work has been started, appropriate adjustments will be made.

When the Plans have been altered or when disagreement exists between the Contractor and the Resident Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured as herein specified.

BASIS OF PAYMENT

152-4.1 DELETE: This section.

Payment shall be made at the contract unit price per cubic yard for Embankment in Place. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item AR152455 - Embankment in Place - per cubic yard.

ITEM 156000 - EROSION CONTROL

CHECK SHEET #8

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 through the construction period.

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

MATERIALS

2.1 SILT FENCE

ADD: In lieu of silt fence, the Contractor may substitute 20 in. min. diameter Rolled Excelsior meeting the requirements of Section 1081.15(f), Temporary Erosion Control Materials, of the IDOT Supplemental Specifications and Recurring Special Provisions (January 1, 2008).

CONSTRUCTION METHODS

3.9 INLET PROTECTION

The installation and maintenance of the inlet protection shall be at the locations shown on the plans or as directed by the Engineer.

The Contractor shall maintain the inlet protection throughout the duration of the project.

Upon completion or as directed, the Contractor shall remove the inlet protection and restore the area as needed.

METHOD OF MEASUREMENT

The number of inlet protection structures to be paid for shall be the number satisfactorily installed, maintained and accepted by the Engineer.

BASIS OF PAYMENT

<u>5.1</u> ADD:

Payment will be made at the Contract Unit Price for each Inlet Protection installed.

Payment will be made under:

Item AR156510 – Silt Fence – per linear foot. Item AR156520 – Inlet Protection – per each.

ITEM 209000 - CRUSHED AGGREGATE BASE COURSE

MATERIALS

209-2.1 ADD: Gradation B shall be used.

CONSTRUCTION METHODS

209-3.6 FINISHING AND COMPACTING

ADD: After the first paragraph:

ASTM D698 shall apply.

METHOD OF MEASUREMENT

209-4.1 DELETE: This section.

BASIS OF PAYMENT

<u>209-5.1</u> DELETE: The first sentence.

ADD: Payment will be made at the contract unit price per square yard of the specified thickness for crushed aggregate base course.

Payment will be made under:

Item AR209606 – Crushed Agg. Base Course - 6" – per square yard. Item AS209606 – Crushed Agg. Base Course - 6" – per square yard.

ITEM AR401900 - REMOVE BITUMINIOUS PAVEMENT

CHECK SHEET #26

BASIS OF PAYMENT

5.1 Payment will be made under:

Item AR401900 – Remove Bituminous Pavement – per square yard.

ITEM 501002 - PORTLAND CEMENT CONCRETE PAVEMENT - METHOD II

CHECK SHEET #28

MATERIALS

501-2.9 COVER MATERIAL FOR CURING

(a) ADD: Add after Type 2: White Pigmented.

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

CONSTRUCTION METHODS

<u>501-3.1(d)</u> <u>CONCRETE SAW</u>

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

<u>501-3.1(e)</u> <u>FORMS</u>

ADD: All radii and tapers shall be formed with flexible forms.

501-3.1(f) SLIP-FORM PAVERS

ADD: The guide wires for pavers shall be set with steel standards (pins) set with weighted bases. An alternate method will be standards driven in drilled holes in the existing pavement.

501-3.1(g) DRILLING MACHINE

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

501-3.2 FORM SETTING

ADD: No formed areas shall be poured until the Resident Engineer has checked and accepted the form work for both alignment and elevation.

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

DELETE: First sentence.

ADD: The existing grade along the outer edges of the proposed pavement shall be improved, if necessary, to support the paver without noticeable displacement. Any grading, compacting, or furnishing and installing stabilizing materials shall be considered incidental to the project and no separate payment will be made.

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

501-3.6(a) PROPORTIONS

ADD: For the test batch, cylinders shall be made for testing at 21 days in addition to 3, 7, 14 and 28 days.

501-3.6(b) PROPORTIONS

DELETE: This section.

501-3.10 PLACING CONCRETE

ADD: Hauling equipment or other mechanical equipment may be permitted on adjoining previously constructed pavement when the concrete strength reaches a compressive strength of 3,500 psi or a flexural strength of 550 psi based on field cured specimens. Subgrade and subbase planers, concrete pavers and concrete finishing equipment may be permitted to ride on the edges of previously constructed pavement when concrete has attained a minimum compressive strength of 3,000 psi or a flexural strength of 400 psi.

(a) Side-Form Method

DELETE: The third paragraph.

ADD: When concrete is to be placed adjoining a previously constructed lane of pavement and when mechanical equipment will be operated upon the existing lane of pavement, the concrete shall have a minimum compressive strength of 3,500 psi. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after 3 days, if approved by the Engineer. The Engineer's decision pertaining to the classification of the equipment will be final.

(b) Slip-Form Method

ADD: In addition to the requirements of this section, the concrete shall be placed as described in the applicable sections of Section 501-3.10(a).

Any equipment used for transporting concrete shall be capable of discharging the material at the minimum specified slump. Concrete, which is transported in vehicles not capable of discharging concrete at the minimum specified slump, is subject to rejection by the Engineer.

New pavements or pavements which will not be overlaid shall be protected from crawler damage by rubber mats, plywood or other means acceptable to the Resident Engineer.

501-3.12 JOINTS

DELETE: All references to "dowel bar placement by a mechanical device."

ADD: Mechanical dowel bar placers shall not be used.

501-3.12(a)(1) LONGITUDINAL AND TRANSVERSE JOINTS

ADD: New pavement slabs that are broken or contain random cracks shall be removed and replaced at the Contractor's expense. Removal of partial slabs is not permitted. Panel removal and replacement shall be full depth, shall be full width of the slab and the limits of removal shall be perpendicular to the paving lane and to each original transverse

joint. Removal and replacement methods shall be approved by the Engineer prior to initiation of the repairs.

501-3.12(b) INSTALLATION

ADD: All joints shall be sawcut. Only self-propelled diamond blade saws with water cooling shall be used on this project. No dry sawing or inserts will be allowed.

Joints shall consist of one continuous sawcut for the width of the slab. Span saws with multiple blades will be allowed.

After each joint is sawed, the sawcut and the adjacent concrete surface shall be thoroughly cleaned to remove all extraneous material including slurry.

501-3.12(c)(4) DOWELED

ADD: Dowel bar drilling may be started at the Contractor's discretion provided that the operation does not cause any excessive or unacceptable raveling or damage to the pavement. The Resident Engineer may suspend drilling operations at any time that unacceptable results are being produced.

Dowel holes shall be drilled at the specified depth of the existing pavement, parallel to the grade and perpendicular to the centerline of the pavement with a tolerance of 1/8-inch. The drilling operation shall not crack or excessively spall the pavement.

Immediately prior to installing the dowel bars, the dowel holes shall be thoroughly cleaned of drilling debris. Dust and debris shall be blown from the joint or crack with a power brush/blower or with compressed air. If compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The dowel bars shall be clean and free from rust.

The adhesive shall be of a consistency such that the dowel may be easily inserted into the hole, with adhesive flow completely surrounding the dowel, and without appreciable runout of adhesive after the dowel is fully inserted. (The consistency of the adhesive should be thicker than the consistency recommended by the manufacturer's directions.) The adhesive shall be injected or rodded to the back of the dowel hole to eliminate air pockets prior to inserting the dowel. The dowel shall not be used to push the adhesive to the back of the hole. The quantity of adhesive used shall be such that the adhesive is dispersed along the entire length of the dowel and voids are completely filled. After the adhesive has been positioned at the back of the hole, the dowel shall be fully inserted, using a back-and-forth twisting motion, leaving half of the dowel exposed. If it is necessary to use a hammer to aid in seating the dowel, the exposed end of the dowel shall be protected with a wood block.

501-3.14 SURFACE TEXTURE

ADD: The surface of the pavement shall be IDOT Type A Final Finish, IDOT Type B Final Finish or transverse brooming as shown in the plans.

501-3.16 SURFACE TEST

ADD: The Contractor shall furnish the Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of these specifications.

501-3.17 CURING

(a) <u>Impervious Membrane Method</u> shall be utilized for this project.

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

Care shall be taken when this method of curing is used. Should conditions prevail such that curing material is being blown toward buildings or aircraft, appropriate measures shall be taken to eliminate the problems as directed by the Resident Engineer. The curing membrane shall be sprayed as soon as possible without damage to the pavement surface. Excessive delays in application of the membrane resulting in shrinkage cracking will be cause for rejection of the affected pavement necessitating removal.

501-3.21 OPENING TO TRAFFIC

DELETE: This section.

ADD: The Resident Engineer shall decide when the pavement shall be opened to vehicle and aircraft traffic. The pavement may be opened to light vehicles when test specimens molded and cured in accordance with ASTM C31 have attained a compressive strength of 3,000 psi. All other vehicles and aircraft shall not be allowed on the pavement until test specimens molded and cured in accordance with ASTM C31 have attained a compressive strength of 4000 psi.

Prior to opening, the pavement shall be cleaned of all deleterious material. Sweeping shall be conducted in such a manner that dust will not affect operations at the airport.

501-3.23 TEST SECTION FOR SLIP-FORM PAVERS

Prior to paving using the slip-form paving method, an area of the proposed pavements designated by the Engineer shall be paved to develop and demonstrate satisfactory procedures and concrete mix. The Contractor shall prove and demonstrate that tolerances and techniques required for paving will be achieved. The test section shall be located within the proposed pavement limits and all costs associated with the test section shall be incidental to this Item.

501-3.24 GRADE CONTROL FOR SLIP-FORM PAVERS

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

501-3.25 PROTECTION OF PAVEMENT AGAINST RAIN

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood plank having a nominal thickness of not less than 2 inches and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as curing paper or polyethylene sheeting material for the protection of the surface of the pavement. The metal forms, wood planks and curing

paper shall be kept on trucks or towable vehicles, within reasonable hauling distance, at a site shown on the plans, or as designated by the Resident Engineer.

As an alternate, rolled polyethylene sheeting of sufficient length and width may be used without the temporary side forms and if properly anchored, to cover the plastic concrete slab and exposed edge. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface.

When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

BASIS OF PAYMENT

501-5.2 Payment will be made under:

Item AR501508 - 8" PCC Pavement – per square yard. Item AR501530 - PCC Test Batch – per each. Item AS501508 - 8" PCC Pavement – per square yard.

ITEM AR501604 - P.C.C. SIDEWALK

DESCRIPTION

- 1.1 This item shall consist of removal and construction of 4" Portland Cement Concrete sidewalk if required to facilitate the construction of the proposed watermain at the intersection of Oakland and Olympia.
- <u>1.2</u> Grading and compacting of the earth beneath the sidewalk and a sand cushion shall be included under this item.

MATERIAL

2.1 GENERAL

The sidewalk material shall meet the requirements of Chapter 5 of the City Manual of Practice and Section 424 of the IDOT Standard Specifications.

CONSTRUCTION METHODS

3.1 GENERAL

The sidewalk construction shall meet the requirements of Chapter 5 of the City Manual of Practice and Section 424 of the IDOT Standard Specifications.

METHOD OF MEASUREMENT

<u>4.1</u> Portland cement concrete sidewalk and sidewalk removal will be measured in place, and the area computed in square feet.

BASIS OF PAYMENT

<u>5.1</u> Payment shall be made at the contract unit price per square foot for 4 inch Portland Cement Concrete Sidewalk and sidewalk removal. This price shall be full compensation for furnishing all materials; for all preparation, mixing and placing these materials; jointing, finishing, reinforcement, granular backfill, and for all labor, equipment, tools, and incidentals necessary to complete the item as specified.

Excavation and grading required in the performance of sidewalk construction, unless otherwise specified, will be incidental to the unit prices bid for sidewalk.

Payment will be made under:

Item AR501604 – 4" PCC Sidewalk – per square foot. Item AR501690 – PCC Sidewalk Removal – per square foot.

ITEM 605000 - JOINT SEALING FILLER

MATERIALS

<u>605-2.1</u> <u>JOINT SEALING MATERIALS</u>

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

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

- (a) Not used.
- (b) ASTM D1854 Jet fuel resistant concrete joint sealer, hot applied elastic type.
- (c) Not Used.
- (d) ASTM D3581 Joint sealant, hot applied, jet fuel resistant type, for Portland Cement concrete and tar-concrete pavement.
- (e) Not used.
- (f) ASTM D3569 Joint sealant, hot applied, elastomeric, jet fuel resistant type for Portland Cement concrete pavements.
- (g) ASTM D3406 Joint Sealants, hot-applied, elastomeric-type, for Portland Cement concrete pavements.
- (h) ASTM D6690 Joint and Crack Sealants, hot applied, for concrete and asphalt pavements, Type II.

ITEM 620000 - PAVEMENT MARKING

MATERIALS

620-2.2 PAINT

ADD: Paint type shall be 1. Waterborne.

CONSTRUCTION METHODS

620-3.3 PREPARATION OF SURFACE

ADD: Shot blasting will not be allowed.

ADD: Areas shall be cleaned using sand blasting or high pressure water to remove dirt, grease, laitance, and loose or flaking paint.

ADD: Water blasting equipment shall be adjustable to prevent damage to the pavement.

620-3.4 APPLICATION

DELETE: Table 1 reference to epoxy paint type.

BASIS OF PAYMENT

620-5.1 Payment will be made under:

Item AR620510 - Pavement Marking – per square foot. Item AS620510 - Pavement Marking – per square foot.

ITEM 162000 - CHAIN LINK FENCES

MATERIALS

<u>162-2.1</u> (a.) (4) <u>FABRIC</u>

REWRITE: Last paragraph.

The color of the coating shall be black and shall meet the approval of the Engineer.

(a) <u>FENCE POSTS, POST TOPS AND EXTENSIONS, RAILS, GATES, BRACES, STRETCHER BARS, AND CLIPS</u>

ADD:

All materials to be used in the construction of vinyl fence shall meet the requirements of Article 1006.27 (a) (1) d. of the IDOT "Standard Specifications for Road and Bridge Construction".

162-2.8 SIGNS

DELETE: This section.

ADD: The Contractor shall provide and install signage on fence and gates as shown on the plans.

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 electric chain drive gate operators, Chamberlain Liftmaster SL-575, 1/2 HP, 120V, Single-Phase, as manufactured by Chamberlain Group, 845 Larch Avenue, Elmhurst, Illinois 60126 (Tel: 800.528.5880), as detailed on the plans and specified herein, or equivalent. Gate operator shall capable of opening a maximum gate weight of at least 1,200 lbs.
- B. The electric gate operator shall be suitable for ground mounting, and shall include an operator concrete foundation. Electric gate operators shall be suitable for outdoor use and enclosed in a weatherproof housing. Heating equipment shall be provided if recommended by the manufacturer. Operators shall be equipped with a heavy duty reversing contact, magnetic brake, adjustable clutch, emergency disconnect, full driven limit switches, completely prewired and factory tested. Operator shall be equipped with pressure sensitive controller to reverse the gate operation if an obstruction is encountered. The operator shall be provided with an early alert audible signal broadcasting an audible alert while the gate is opening or closing.
- C. The operators shall be operable with detector loops, card readers, and radio controllers as required and detailed on the plans. All equipment shall be as recommended by the manufacturer and shall be suitable for outside use.
- D. Gate operators shall include 315MHz radio receivers for remote control of operators.
- E. Gate operators shall include a duplex 120V receptacle inside housing as part of standard power switch assembly.
- F. Gate operator housing shall be padlockable. Padlocks shall be provided for each gate operator and shall be BEST padlocks, as manufactured by Stanley. NOTE: the Owner will provide the padlock cores or specify padlock cores to be compatible with existing Airport padlock key. The Contractor shall coordinate the furnishing of these padlocks with the Owner.

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.
- 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:
 - 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.
 - 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.

<u>162-2.13</u> CARD READERS

Card Readers shall be Indala FlexPass Long Range Reader, or equivalent. Install as detailed in the Plans. Include 500 proximity cards. Two card readers will be required. The card readers shall be considered incidental to the gate operator pay item and will not be measured or paid for separately.

162-2.14 ACCESS CONTROLS

Access Controls shall be furnished and installed in Electrical Room in AARF Building and shall interface with card readers installed at Gate. Access Controls shall include, but not be limited to, the following:

- 1. Access Controller: Hirsch DIGI*TRAC M16N2, or equivalent. Provide a dedicated telephone line.
- 2. Intelligent Rader Interface: Hirsch MATCH MRIA in MB2 enclosure, or equivalent.
- 3. Access controller equipment mounting panel, sized as required to mount current and future equipment, as detailed on the plans. Contractor shall coordinate this work with the access controller supplier.
- 4. All conduits, wiring, material, labor, equipment, etc. Inside the AARF building that is related to the access controls installation shall be considered incidental to the access controls pay item and will not be measured or paid for separately.

162-2.15 FENCE WITH SIGHT SCREEN

Proposed fence with sight screen shall be in accordance with IDOT Std. 640001. Metal slat color shall be as approved by the Airport. Wood privacy slats shall not be required.

162-2.16 TEMPORARY FENCE

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

CONSTRUCTION METHODS

162-3.3.1 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.

162-3.10 FENCE AND GATE REMOVAL

DELETE: The First Paragraph

ADD:

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.

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

162-3.12 INSTALLING CANTILEVER SLIDE GATES AND OPERATORS

The Contractor shall install new gate and gate operator to the satisfaction of the owner. Two detector loops are required, one on the airside and one on the landside. Two card readers are required, one on the airside and one on the landside. Gate installation shall include erection of the posts, fence, gate, all loops and associated wiring, control wiring and provisions for power, card reader installation and associated conduit, wiring, equipment and labor 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 ACCESS CONTROLS

Access controls shall be installed as detailed on the plans to the satisfaction of the Owner. Contractor shall coordinate the location of this equipment in the electrical room with the AARF building architect through the engineer. All conduits, wiring, material, labor, equipment, etc. Inside the AARF building that is related to the access controls installation shall be considered incidental to the access controls pay item and will not be measured or paid for separately.

METHOD OF MEASUREMENT

- Cantilever slide gate and electric gate operator will be measured as complete units and shall include all cable, conduit, cantilever slide gate, posts, fencing material, barbed wire, loops, electric gate operators, card readers, concrete-filled 6" steel posts, painting, etc., required to provide a complete and operating unit. All conduit and wiring from polymer concrete handhole at gate to automatic gate equipment (operator, card readers, sensor loops, F2 light fixture, etc.) shall be considered incidental to the automatic gate installation and will not be measured or paid for separately.
- Access Controls will be measured as a complete unit and shall include access controller, intelligent reader interface, mounting panel and related access controls equipment required for a complete and operating unit. All conduits, wiring, material, labor, equipment, etc. Inside the AARF building that is related to the access controls installation shall be considered incidental to the access controls pay item and will not be measured or paid for separately.

BASIS OF PAYMENT

- Payment for electric gates shall be made at the contract unit price per each cantilever slide gate and electric gate operator. 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.
- 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.

Payment will be made under:

Item AR162324 - Class E Gate 24' - Vinyl - per each.

Item AR162410 - Class E Fence, Vinyl - 10' - per linear foot.

Item AR162730 - Electric Gate - 30' - per each.

Item AR162900 - Remove Class E Fence - per linear foot.

Item AR163510 - Temporary Fence - per linear foot.

Item AR800280 - Class E Fence w/Screen - per linear foot.

Item AR800353 - Access Controls - per lump sum.

ITEM 701000 - PIPE FOR STORM SEWERS AND CULVERTS

MATERIALS

701-2.1 ADD: Pipe for storm drains shall be new reinforced concrete pipe meeting the requirements of ASTM C76. All reinforced concrete pipes shall be Class IV.

ADD: Pipe for PVC storm sewers shall meet the requirements of ASTM D3034, polyvinyl chloride (PVC) pipe.

701-2.3 CONCRETE

ADD: Concrete for all connection to existing and proposed drainage structures shall conform to Item 610 Structural Portland Cement Concrete.

701-2.5 RUBBER GASKET JOINTS

ADD: Rubber gaskets will be required on all reinforced concrete pipes.

701-2.6 COMPRESSION JOINTS

DELETE: This section.

701-2.7 TRENCH BACKFILL

Foundation, bedding, cradle and backfill material shall meet the requirements of an IDOT FA-1, FA-2, or FA-6. In wet trench conditions, an IDOT CA-7 may be used with the approval of the Engineer.

CONSTRUCTION METHODS

701-3.3 CRADLE

DELETE: Section 701-3.3 of the Standard Specifications and Supplemental Specifications.

ADD: Granular cradle shall be constructed and compacted prior to the placement of the storm sewer for the entire length of the pipe as detailed in the plans.

Material for the cradle shall meet the requirements of 701-2.7.

Moist cradle materials shall be compacted to the Engineer's satisfaction by ramming or tamping with tools approved by the Engineer.

701-3.6 PIPE JOINTS

DELETE: Paragraphs (a), (b), (d), (e), (f) and (g) of the Standard Specifications.

701-3.7 BACKFILLING

DELETE: Section 701-3.7 of the Standard Specifications and Supplemental Specifications.

ADD: As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with moist fine aggregate meeting the requirements specified in 701-2.7 to a

height of at least the elevation of the center of the pipe. The fine aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. Special care shall be taken to completely fill the space under the pipe. The fine aggregate backfill material shall be placed in 8-inch layers, loose measurement and compacted to the satisfaction of the Engineer by ramming or tamping with tools approved by the Engineer. The fine aggregate used for backfilling shall meet the approval of the Engineer.

The remainder of the trench and excavation shall be backfilled to the natural line or finished surface as rapidly as the condition of the sewer will permit. The backfill material shall consist of the excavated material or of trench backfill, as herein specified. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the sewer. The filling of the trench shall be carried on simultaneously on both sides of the pipe in such a manner that injurious side pressures do not occur. The backfill for trenches and excavation made in the subgrade of the proposed improvement shall be made with trench backfill material.

All backfill material up to a height of 12 inches above the pipe shall be carefully deposited in uniform layers not exceeding 8 inches thick (loose measure). The material in each layer shall be firmly compacted by ramming or tamping with tools approved by the Engineer in such a manner as not to disturb or injure the pipe. For backfilling above this height, the material shall continue to be deposited in uniform layers not exceeding 8 inches thick (loose measure), and each layer shall be compacted by ramming or tamping with tools approved by the Engineer.

Under proposed pavements, backfilling shall be with an aggregate material which meets the requirements specified in 701-2.7.

701-4.2 DELETE: This item.

701-4.3 DELETE: This item.

BASIS OF PAYMENT

701-5.1 ADD: Payment will be made at the contract unit price per linear foot for pipe adjustment.

Payment will be made under:

Item AR701008 – 8" PVC Storm Sewer – per linear foot. Item AR701512 – 12" RCP, Class IV – per linear foot. Item AR701515 – 15" RCP, Class IV – per linear foot.

ITEM 751000 - MANHOLES, CATCH BASINS, INLETS & INSPECTION HOLES

MATERIALS

751-2.9 PRECAST DRAINAGE STRUCTURES

Pre-cast drainage structures shall meet the applicable requirements of IDOT, Division of Highways, "Highway Standards", where applicable.

CONSTRUCTION METHODS

751-3.9 BACKFILLING

DELETE: Section 751-3.9 of the Supplemental Specifications.

DELETE: Paragraph (a) of the Standard Specifications.

ADD: Backfill materials shall be an IDOT Division of Highways FA1, FA2, CA-06 or CA-10 conforming to IDOT D quality.

BASIS OF PAYMENT

751-5.1 Payment will be made under:

Item AR751410 – Inlet– per each. Item AR751530 – Manhole – per each.

ITEM 754000 - CONCRETE GUTTERS, DITCHES, AND FLUMES

DESCRIPTION

<u>754-1.1</u> ADD:

This item consists of IDOT Standard Portland Cement Combination Concrete Curb and Gutter Type B-6.12 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

754-3.2 DELETE: The 3rd 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.

At all locations where castings are to be incorporated in the curb and gutter, a 1' expansion joint shall be installed in the curb and gutter the distance from each side of the casting shown in the plans.

Where the casting and section of curb is adjacent to concrete roadway, the joint between the gutter and the pavement shall be keyed. No tie bars shall be installed in this joint between the two expansion joints in the curb at structures.

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.

Where curb or curb and gutter are constructed adjacent to P.C.C. pavement, the curb shall be tied to the pavement as shown in the plans. At the Contractor's option, the P.C.C. curb may be placed monolithically with the P.C.C. pavement.

754-3.3 BACKFILLING

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.

754-3.6 CURB & GUTTER FLARES

Where required, gutter flag shall be widened to provide outflow to drainage swales from the gutter. Flares shall be constructed in accordance with details in the plans. The curb shall be continuous through the flares.

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. Curb and gutter flares will not be measured separately from the curb face.

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. Depressed curb shall be paid for as curb and gutter.

Payment will be made under:

Item AR754410 - Comb Concrete Curb & Gutter - per linear foot.

ITEM 760000 - WATER SUPPLY

DESCRIPTION

- <u>760-1.1</u> This item consists of the construction of the proposed water supply system extension.
- This specification shall supplement the "Standard Specifications for Water and Sewer Main Construction in Illinois" dated May 1996 (Fifth Edition) for the construction of the proposed water supply system extension. The water supply system shall be constructed in accordance with the Manual of Practice, Chapter 7 and Chapter 8, for the Design of Public Improvements in the City of Bloomington, Illinois (Third Addition, July 2005).
- References to "Standard Specifications" shall be interpreted as the "Standard Specifications for Water and Sewer Main Construction in Illinois", dated May 1996 (Fifth Edition). References to the "IDOT Standard Specifications" shall be interpreted as the "IDOT Standard Specifications for Road and Bridge Construction", adopted January 1, 2007.

MATERIALS

<u>760-2.0</u> <u>GENERAL</u>

All materials used in construction of the water supply system shall have eight (8) copies of shop drawings submitted to the Engineer for approval.

All water main materials shall be manufactured in countries signatory to the North American Free Trade Agreement and shall met or exceed AWWA specifications.

760-2.1 PIPE

All 8-inch water mains shall be ductile iron pipe, Thickness Class 52 in accordance with ANSI/AWWA A21.50/C150 and ANSI/AWWA A21.51/C151. Nominal laying length shall be not less than 16 feet. Pipe shall be cement lined and tar coated in accordance with AWWA C-104. Joints shall be push-on restrained type joints as specified, single gasket.

Acceptable ductile iron pipe manufacturers are as follows:

U.S. Pipe American Ductile Iron Pipe McWane, Inc. (Clow) Griffin Pipe Or approved equal.

All 2" water main shall be Type "K", hard drawn seamless copper tube in accordance with ASTM B88.

760-2.2 **JOINTING**

Where restrained joints are specified, they shall meet one of the following manufacturers:

U.S. Pipe – TR Flex Joint American Ductile Iron Pipe – Lok-Ring Joint McWane, Inc. (Clow) – Tipton or Fastite Joint Griffin Pipe – Snap-Lok or Bolt-Lok Or approved equal.

760-2.3 PIPE FITTINGS

Water main fittings incorporated into this work shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11, 250 psi rated pressure. All fittings shall have the same linings and coatings as the pipe supplied. All fittings (including but not limited to bends, tees, reducers and plugs) shall be restrained with retainer glands or a manufactured joint restraining system approved by the Director of Engineering and Water.

All valves and bolted fittings shall be encased in a polyethylene sleeve for 10 feet each side of the valve or fitting. Sleeves shall be linear low density polyethylene, 8 mil thickness, Class C (black) conforming to the requirements of AWWA C105/ANSI A21.5.

The maximum deflection at any joint shall not exceed 2 degrees per joint or 80% of the pipe manufacturer's recommended maximum, whichever is less. The contractor shall, at the time of contract execution, supply documentation from the pipe manufacturer to verify the recommended deflection for any type pipe proposed for use.

Thrust restraint for all fittings shall be restrained by using the previously specified restrained type joints. For this project poured concrete thrust blocks shall not be permitted.

760-2.4 VALVES AND BOXES

All valves and valve boxes must be approved by the Director of Engineering and Water before installation. Valves 12-inch diameter or less shall be Resilient Wedge Gate Valves meeting AWWA C509, such as Clow F-6100, Mueller 2360, or approved equal.

All valves and bolted fittings shall be encased in a polyethylene sleeve for 10 feet each side of the valve or fitting. Sleeves shall be linear low density polyethylene, 8 mil thickness, Class C (black) conforming to the requirements of AWWA C105/ANSI A21.5.

All valves shall be restrained with retainer glands or a manufactured pipe restraint system approved by the Director of Engineering and Water.

All valve boxes shall have not less than a 5 1/4-inch shaft. The extensions of the valve box and shaft necessary to reach the ground elevation shall be provided. Valve boxes shall be Tyler Pipe two-piece, screw type, number 6850 series with the word "water" cast on lid or an approved equal.

Where valve boxes to be adjusted require more than one additional section of box, the top section of the box shall be removed and a section of 6-inch diameter AWWA C900 PVC pipe, cut to length, shall be inserted into the bottom section of buffalo box and the upper section installed on top of the PVC extension. All extensions of the valve box shall be installed plumb and straight.

Valves, boxes and other accessories for the 2" water main shall meet the requirements of the City Manual of Practice.

760-2.5 FIRE HYDRANTS

Fire hydrants shall meet the following requirements:

- Hydrants shall be set with a 5-foot bury depth except that extensions required to meet the existing grade shall be installed in such a manner that future adjustments shall conform to the plan elevations by removal of the extension. All bolts below ground level shall be stainless steel.
- Hydrants shall be supplied with one (1) 4-inch pumper nozzle and two (2) 2½-inch nozzles.
- 3. Hydrant blocking shall consist of masonry blocks, not poured-in-place concrete.
- 4. Drainage around the dry barrel hydrant shall be accomplished using ⅔ cubic yard of clean stone.
- 5. Hydrants shall have a 6-inch restrained joint opening.
- 6. Hydrants shall open counter-clockwise and close with pressure.
- 7. Hydrants shall be steamer type.
- 8. Fire hydrants shall be Clow #2500, Mueller Modern Centurion, Waterous Pacer or Kennedy Guardian.
- 9. Each hydrant shall stand plumb and shall rest on a precast solid concrete block base.
- 10. Under and around the drip of each hydrant shall be placed not less than 2/3 cubic yard of broken stone not less than 1-inch in size.
- 11. All fittings and valves in connection with the fire hydrant shall be the anchoring type.
- 12. No hydrant shall be placed closer than 2½-feet from the back of curb or edge of pavement to the centerline of hydrant.

760-2.6 WATER MAIN CASING PIPE

The casing pipe for the water main shall be minimum 35,000 psi yield strength, meeting ASTM Specification A-139, Grade B. The inside diameter of the casing pipe shall be at least 20-inches. The wall thickness of the casing pipe shall be a minimum of 0.281-inches (9/32-inches). After installation and testing of the water main in the casing, the ends of the casing shall be sealed with mortar or concrete.

760-2.7 WATER MAIN CASING SPACERS

The water main shall be installed in the casing pipe shall be secured using casing spacers manufactured by Racci at intervals no greater than 6-feet.

760-2.8 EMBEDMENT MATERIAL

When the water main is excavated beneath an existing or new paved surface, the water main shall be embedded using a granular cradle from 4-inch below the pipe to 12-inch over the top of pipe. The granular cradle shall meet the requirements of embedment material as defined in Section 20-2.20 of the Standard Specifications. Costs for granular cradle installed as specified shall be included in the contract unit price bid per linear foot of water main. No additional compensation for granular cradle will be made.

760-2.9 SELECTED GRANULAR BACKFILL

When the water main is excavated beneath an existing or new paved surface or above existing sanitary sewer, the trench backfill shall be selected granular backfill. Selected granular backfill material shall comply with Section 20-2.21B(c) of the Standard Specifications and be FA5, FA6 or FA10. Costs for selected granular backfill as specified shall be included in the contract unit price bid per linear foot of water main. No additional compensation for selected granular backfill will be made.

760-2.10 CLSM BACKFILL

When the water main is excavated beneath an existing paved surface, the trench backfill shall be Controlled Low Strength Material (CLSM) where detailed in the plans.

CLSM shall consist of a mixture of Portland cement, fly ash, fine aggregate, and water proportioned to provide a backfill material that is self-compacting and capable of being excavated with hand tools if necessary at a later date.

All materials shall meet the following requirements of the IDOT Standard Specifications:

Portland Cement (Type 1) Section 1001
Fly Ash (Class C) Section 1010
Fine Aggregate (Natural Sand) Section 1003.06
Water Section 1002

Proportioning for CLSM shall be in accordance with IDOT Standard Specifications Section 1019.

The CLSM shall be produced as specified in Section 1020 of the IDOT Standard Specifications.

760-2.11 PCC PAVEMENT

The Contractor shall place 8-inches of PCC pavement over the CLSM to restore the existing pavement. PCC pavement shall meet the requirements of Section 420 of the IDOT Standard Specifications. The PCC mix shall be a high early patching mix.

760-2.12 BITUMINOUS CONCRETE SURFACE COURSE (3-inch THICK)

The Contractor shall place 3-inches of bituminous surface course material over the PCC pavement to restore the existing pavement. Bituminous surface course material shall meet the requirements of Section 406 – Low ESAL of the IDOT Standard Specifications.

CONSTRUCTION METHODS

760-3.1 GENERAL

Water main pipe shall be installed in accordance with the manufacturer's specifications and instructions for installing the type of pipe used. The Contractor shall provide all tools and equipment, including any special tools designed for installing each particular type of pipe used.

Contractor shall coordinate the water main construction with the City of Bloomington – Department of Engineering and Water.

The Contractor shall notify the utility companies of the impending project and the plans shall indicate the general location of the utility main lines. The Contractor shall have the responsibility before any construction work has begun, of obtaining from all utilities the exact location of any underground facilities in the area of construction, whether indicated on the plans or not. Any facilities disturbed by the

Contractor shall be restored by him at his own expense. The Contractor shall coordinate with the proper utility the relocation of any facility designated on the plans or deemed necessary to be relocated by the Director of Engineering & Water in order to complete construction of the project.

Residents shall be notified a minimum of 48 hours in advance of impending service outages, and no residence shall be without service overnight.

The chlorination, pressure testing and sampling of the new mains shall be done with Engineering and Water Department supervision.

760-3.2 EXCAVATION AND BACKFILL

General

Excavation and backfill for water mains shall conform to the details in the plans and the Standard Specifications and the requirements below.

Unless otherwise shown on the plans or indicated in the Special Provisions, all 8-inch water main pipe shall be laid to a minimum depth of four feet (4-feet) measured from the existing ground surface, or established grade to the top of the barrel of the pipe. In areas subject to subsequent excavation or fill, the mains shall be laid to grades shown on the plans.

The trench width may vary with and depend upon the depth of the trench and the nature of the excavated material encountered, but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted by tamping to the center of the pipe.

Handling of Pipe

Pipe shall be handled in such a manner as will prevent damage to the pipe or coating. Accidental damage to pipe or coating shall be repaired to the satisfaction of the Engineer or be removed from the job, and methods of handling shall be corrected to prevent further damage when called to the attention of the Contractor.

The pipe and fittings shall be inspected by the Contractor for defects while suspended above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joints during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign materials in it shall be removed, cleaned and relaid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a water-tight plug or by other means approved by the Engineer, to ensure absolute cleanliness inside the pipe.

760-3.2(1) EXCAVATION AND BACKFILL IN TURFED AREAS

When the water main is excavated beneath a turfed area, the following shall apply:

Granular cradle material shall be used from a minimum of 4-inches below the pipe to at least 12-inches over the top of the pipe. No compaction of the granular cradle is necessary. However, care should be taken to insure that sufficient material has been worked under the haunch of the pipe to provide adequate side support.

Trench backfill from 12-inches over the top of pipe to final grade shall be native excavated material. This native excavated material shall be thoroughly compacted by jetting and water soaking.

760-3.2(2) EXCAVATION AND BACKFILL IN PAVEMENT, DRIVEWAY AND SIDEWALK AREAS

When the water main is excavated beneath an existing or proposed pavement, driveway or sidewalk surface, the following shall apply:

Granular cradle material shall be used from a minimum of 4-inches below the pipe to at least 12-inches over the top of the pipe. No compaction of the granular cradle is necessary. However, care should be taken to insure that sufficient material has been worked under the haunch of the pipe to provide adequate side support.

All trenches excavated shall have selected granular backfill from 12-inches above the pipe to the bottom of the aggregate base course. Selected granular backfill shall be used between the proposed water main and existing culverts and sewers which cross the trench. Selected granular backfill shall be used between the proposed water main and existing overlying utilities as shown on the drawings. The selected granular backfill shall be thoroughly mechanically compacted as specified in the Standard Specifications.

Mechanical compaction of selected granular backfill in trenches and excavation shall be required in driveways and sidewalks along the length of the pipe being installed. The mechanical compaction of the Select Granular Backfill shall be in 6-inch lifts, beginning one foot above the top of the pipe at 90% of Standard Proctor Test.

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor.

Samples of material which will be used for selected granular backfill on this project shall be submitted to the Engineer prior to the material being used on this project. The Engineer shall determine the acceptability of the material based on the specifications herein.

Select granular backfill shall be considered incidental to the installation of the water main.

Granular cradle and select granular backfill shall extend 2-feet beyond the edge of pavement.

760-3.2(3) EXCAVATION AND BACKFILL IN PAVED AREAS – OAKLAND AVENUE

When the water main is excavated beneath an existing paved surface, the following shall apply:

Granular cradle material shall be used from a minimum of 4-inches below the pipe to at least 12-inches over the top of the pipe. No compaction of the granular cradle is necessary. However, care should be taken to insure that sufficient material has been worked under the haunch of the pipe to provide adequate side support.

All trenches excavated beneath existing pavement shall have CLSM from 12-inches above the pipe to the bottom of the PCC pavement. CLSM shall be used between the proposed water main and existing culverts and sewers which cross the trench. CLSM shall be used between the proposed water main and existing overlying utilities as shown on the drawings.

Prior to excavation in the paved area, the existing pavement to be removed shall be saw cut along a straight line where it shall be adjacent to the new bituminous concrete. Pavement removed shall not be mixed with trench backfill. Pavement removal shall be in accordance with Section 442.05 of the IDOT Standard Specifications.

Sufficient mixing capacity shall be provided to permit the CLSM to be placed without interruption. The mixer drum shall be completely emptied prior to the initial batch of CLSM to ensure that no additional cement lines are incorporated into the mix.

The CLSM shall be discharged directly from the truck into the space to be filled, or by other methods approved by the engineer. CLSM shall be distributed evenly to preclude any movement of the water main or other structures. CLSM shall not be placed on frozen ground. Mixing and placing may begin only if the air temperature is at least 35°F and rising. At time of placement, CLSM shall have a temperature of at least 40°F. Mixing and placing shall stop when the air temperature is 40°F and falling.

CLSM shall be allowed at least 6 hours to set up before placing concrete patches.

Granular cradle and CLSM shall extend 2-feet beyond the paved surface.

760-3.3 JOINTS FOR DUCTILE IRON PIPE

Joints for water main pipe shall be as follows:

<u>Jointing Rubber Gasket Joint Pipe (AWWA C-111):</u> The inside of the bell shall be thoroughly cleaned to remove all foreign matter from the joint. The circular rubber gasket shall be inserted in the gasket seat provided.

A thin film of gasket lubricant shall be applied to the inside surface of the gasket. Gasket lubricant shall be a solution of vegetable oil, soap, or other solution supplied by the pipe manufacturer and approved by the Engineer.

The spigot end of the pipe shall be cleaned and entered into the rubber gasket in the bell, using care to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the seat of the bell. Pipe which is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint.

Field-cut lengths shall be beveled to avoid damage to the gasket and facilitate making the joint.

<u>Thrust Restraint:</u> Blocking to prevent movement of lines under pressure at bends, tees, caps, valves and hydrants, shall be through the use of restrained joints as previously specified.

760-3.4 SETTING HYDRANTS

Each hydrant shall stand plumb and shall rest on a precast solid concrete block base. Under and around the drip of each hydrant shall be placed not less than 2/3 cubic yard of broken stone not less than 1-inch in size. All fittings and valves in connection with the fire hydrant shall be the anchoring type. No hydrant shall be placed closer than 2½-feet from the back of curb or edge of pavement to the centerline of hydrant.

760-3.5 CONNECTION TO EXISTING WATER MAINS

At the locations shown on the plans, all connections to existing water mains shall be coordinated with the City of Bloomington – Department of Engineering and Water. This work shall be accomplished in such a manner so it will not interfere with the operation of the existing water main. The Contractor shall give a minimum of 72 hours notice to the utility where connections must be made in conjunction with construction operations.

The Contractor shall provide all excavation and backfill, disinfection of pipe and valves, and all other materials and labor to complete the work as specified herein. Damage to the existing main caused by extension, or any leakage in the valve or fittings resulting from the connection, will be the responsibility of the Contractor.

Under this item, the Contractor shall connect the proposed water main to the existing water main as shown on the Plans, as specified herein and described in the Standard Specifications Paragraph 41-2.10 and 41-3. The connection point shall be valved and shall be the source of water for flushing, testing and chlorination. The proposed main shall be kept isolated from the existing main until the existing main has been abandoned.

The Contractor shall be responsible for determining the type and outside diameter of existing water main pipe in order to obtain the proper fittings. Connections to existing mains shall have no visible leakage. All fittings shall be compatible with the existing Bloomington Water System.

If the connection to an existing water main requires a shutdown of the existing main, the Contractor shall notify all users of the affected main a minimum of 48 hours ahead of the shutdown. The Contractor shall re-chlorinate that portion of the existing water main which is shutdown before it is put back into service. The Contractor shall provide the necessary blocking or restraining of the existing main when he/she makes the new connection.

760-3.6 WATER & SEWER CROSSING

In cases where a water main crosses a storm sewer or sanitary sewer and proper separation cannot be provided, the Contractor shall construct the sewer as outlined in Division IV, Section 41-2.01C of the "Standard Specifications for Water and Sewer Main Construction", Latest Edition. Should the Contractor elect to encase the water main in lieu of constructing the sewer of water main quality pipe, the water main may be encased with any approved water main quality pipe. Water main 12-inch or greater in diameter that is encased shall be installed with approved casing spacers and the ends of the casing sealed. Before starting either of the above operations, the Contractor shall notify the Director of Engineering & Water and have the method approved.

760-3.7 PRESSURE TESTING OF WATERMAINS

Pressure testing shall be done by the Contractor. The City shall have a representative present during testing to record any faults found by testing.

After the pipe has been laid and partly backfilled, as specified below, all newly laid pipe or any valved sections of it shall, unless otherwise expressly specified, be subjected to a hydrostatic pressure equal to one hundred-fifty pounds per square inch (150 psi). Duration of each pressure test shall be for a period of not less than two (2) hours for pipes with uncovered joints, and not less than six (6) hours for pipes which have been backfilled before tests are made. The pressure shall not vary more than five pounds per square inch (5 psi). The test water shall be potable and contain a chlorine residual of not less than 0.2 parts per million (ppm) of free chlorine or 0.5 ppm of combined chlorine.

Procedure for Test: Each valved section of pipe shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the Contractor. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be

made, if necessary, at points of highest elevation and afterwards tightly plugged. All exposed pipes, fittings, valves, hydrants and joints shall be carefully examined during the open trench test. All joints showing visible leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material, and the test shall be repeated until satisfactory.

Permissible Leakage: Suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under the specified test pressure. The allowable leakage shall be determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

L = allowable leakage in gallons/hour

S = length of pipe in feet

D = nominal diameter of pipe in inches

P = average test pressure during leakage test, in pounds per square inch (gauge)

Leakage testing shall be done in accordance with the latest edition of AWWA C-600 and C-603.

760-3.8 DISINFECTION OF WATER MAINS

Sterilization shall be performed by the Contractor. The Contractor shall notify the Engineer 24 hours prior to disinfection operations.

Flushing of New Mains

All water mains shall be flushed in accordance with Article 41-2.14 of the Standard Specifications for Water and Sewer Main Construction. There will be no charge by the City of Bloomington to the Contractor for the water used to flush the mains, provided it is not necessary to flush the mains more than one time. If it is necessary to flush the mains more than one time, then the Contractor will be charged by the City of Bloomington for water used to flush the mains. The Contractor shall provide and install any hose necessary to direct the water being flushed away from any area it might damage. The Contractor shall take whatever precautions necessary during flushing to prevent ecological damage to any receiving stream, lake, or other body of water.

Sampling and Chlorinating Taps

At the extreme ends of the proposed new water main or at locations as directed by the Director of Engineering and Water, sampling and chlorinating taps shall be installed by the Contractor in accordance with the details as shown in the plans. Sampling and chlorinating taps shall be model H-15000 by Mueller. After chlorinating, sampling and testing is approved by the City of Bloomington Engineering and Water Department, the corporation stop shall be shut off and the piping removed from the corporation stop.

Disinfection of Mains

Disinfection must be accomplished by either the continuous feed method or slug method. The tablet method is not acceptable and is not to be used except with the expressed written permission of the Director of Engineering and Water. A chlorine residual of at least 50 parts per million must be attained initially and 25 parts per million residual present after 24 hours when the preferred continuous feed method is used. If the slug method is used, 300 parts per million must be retained for a minimum of 3 hours, or 500 parts per million retained for 30 minutes. Attainment of initial and final chlorine residuals

must be verified by the Engineering and Water Department. Disinfecting chlorine doses shall not remain in the pipe for more than 24 hours.

In order to provide proper conditions for disinfection following construction, installation option 'A' or 'B' must be followed.

- A. A minimum of three (3) low density foam swabs shall be introduced into the first unit of pipe being installed and shall remain until the job is completed whereupon the swabs shall be propelled a minimum of three (3) times, or until water is clear, in the direction of the extreme ends of the construction project during initial filling and flushing process. When a dead-end main is involved, the Contractor may return the swabs to the point of origin by using another water source with sufficient volume and pressure to propel the swabs, or he may retrieve the swabs at the exit point and reintroduce the swabs at the origin repeating the process until exit water is clear. The process must be performed on every run of pipe from each branch of newly constructed water main. In cases where foam swabs are too large to be retrieved from a fire hydrant, an exit tee or wye and a means of directing the water away from the trench must be provided. All swabs that are used must be accounted for when cleaning is completed.
- B. Each unit of pipe, fitting and valve shall be hand swabbed or otherwise mechanically cleaned with a prior approved method before installation, and a cap or plug inserted in the pipe and retained until just prior to joining with the next unit of pipe. Two caps or plugs must be utilized, one inserted in the last unit of pipe laid and one to be used in the unit of pipe being prepared for installation. The plug or cap in the last unit of pipe installed shall not be removed until the next pipe unit is lowered into the trench and is ready to be inserted. At the end of each working day, a watertight plug or cap shall reside in the last unit of pipe or fitting installed, until construction resumes. During installation, workman's hands, gloves, rags, tools, or any other foreign object must not be introduced into the open ends of any previously cleaned pipe. If dirt or mud is kicked into or falls into the open ends of the pipe during handling or joining, re-cleaning of the pipe or fitting affected must be performed. Cleaning water must be clear water containing a minimum of 10 ppm chlorine, and shall be changed whenever appropriate. Muddy or overly discolored cleaning solutions shall not be used at any time.

In the event a project is constructed where a flushing velocity of $2\frac{1}{2}$ -feet per second cannot be attained, the hand cleaning method <u>must</u> be employed. Where the hand cleaning method is employed, chlorine in the form of high test hypochlorite (HTH) may be introduced into each unit of pipe during construction to satisfy the disinfection requirements, providing a minimum of fifty parts per million (50 ppm) of chlorine is present in both ends of the new main following initial filling.

Bacteriological Testing

After disinfection, bacteriological testing must be done to insure the public health of the main. All samples must be collected by a designated sample collector of the Engineering and Water Department and tested at an EPA approved laboratory.

Water mains that fail the initial bacterial test shall be flushed again before additional sampling is commenced. If the second sample also fails the bacterial test, then disinfection shall be repeated and flushing prior to additional sampling shall be required. If the third sample fails the bacterial test, then the next step shall be determined by the Director of Engineering and Water.

760-3.9 PROTECTION OF WATER MAINS

Wherever pipe lines designated to carry potable water supplies cross or are laid less than 10-feet horizontally from existing or proposed drain or sewer lines, storm drains, or sanitary sewers, special precautions shall be taken as follows:

Parallel Water Mains and Sewers: Should the conditions prevail which prevent a lateral separation of 10-feet, the pipe line may be laid closer than 10-feet to a storm or sanitary sewer, provided the main is laid in a separate trench and at such an elevation that the bottom of the pipe line is at least 18-inches above the top of the sewer.

Water Main crossing Sewers: Whenever the pipe line crosses house sewers, storm drains, or sanitary sewers, the pipe line shall be laid at such an elevation that the bottom of the line is at least 18-inches above the top of the drain or sewer. This minimum vertical separation shall be maintained for that portion of the pipe line located within 10-feet horizontally, of any sewer or drain crossed. The said 10-feet to be measured from the centerline of the drain or sewer normal to the pipe line centerline.

Under conditions that the minimum vertical separation set forth in the above paragraph cannot be maintained, or it is necessary for the pipe line to pass under a sewer or drain, the water main shall be centered so that joints will be equal distant from the sewer and as remote therefrom as possible. If it is impossible to obtain a horizontal separation of at least 10-feet, and a vertical separation of at least 18-inches, as stipulated above, the sewer shall be constructed or re-constructed of mechanical or slip-on joint cast iron pipe, or concrete pressure pipes specified herein, and shall be pressure tested to assure water tightness.

Where the pipeline must cross under a sewer, in addition to the above, a vertical separation of 18-inches between the bottom of the sewer and the top of the water main shall be maintained. The sewer shall be supported to prevent its settling, as directed by the Engineer.

760-3.10 ROADWAY PAVEMENT REPLACEMENT

As shown on the drawings, the Contractor shall replace the existing roadway that was removed to construct the water main. All such surfaces over the trench shall be replaced with pavement as described herein.

Replacement pavement shall be as follows: 3-inch Bituminous Surface Course, 8-inch PCC pavement.

Pavement replacement shall be performed in accordance with these Special Provisions and Section 442 of the IDOT Standard Specifications.

The trench backfill shall be in place prior to installation of the concrete surface over the trench. If a temporary surface over trench has been installed, it shall be removed prior to installing the bituminous and concrete surface. Bituminous thicknesses shall match the elevation and cross section of the existing pavement.

During the waiting period between trench backfilling and surface replacement, the Contractor shall be responsible for maintaining dust control in the affected area.

The Contractor shall submit material certifications of the proposed mix design.

The mix design shall be one which has been approved by Illinois Department of Transportation (IDOT) within the last two years and the Contractor shall certify that the same material sources will be used in the plant mix as were used at the time of approval.

The following additional requirements shall apply. Where the surface is to be applied only over the trench, the Contractor shall neatly shape the surface to meet the edges of the existing pavement. For this project, the Contractor shall install the bituminous concrete surface at a width so that it bears on a ledge 1-foot, 0-inch wide of undisturbed earth on each side of the trench. All bituminous concrete surfaces on this project shall be placed with an approved spreading and finishing machine as outlined in the IDOT Standard Specifications.

760-3.11 TRAFFIC CONTROL AND PROTECTION

General

Traffic control shall be in accordance with the applicable section of the IDOT Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions and any special details and Highway Standards contained or referenced herein and in the plans.

Layout and maintenance of the traffic control devices shall be the responsibility of the Contractor. The appropriate traffic control devices shall be utilized for the various construction activities being performed by the Contractor. The Contractor is expected to modify the traffic control devices as the work activities proceed.

Special attention is called to Articles 107, 701 and 703 of the IDOT Standard Specifications and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following Highway Standards relating to traffic control:

702001 B.L.R. 21-5 701501-02 B.L.R. 22-3

Limitations of Construction

The Contractor shall coordinate the items of work in order to keep traffic hazards and inconveniences to a minimum, as specified below.

- 1. The Contractor shall provide, erect and maintain all the necessary barricades, cones, drums, flags and lights for the warning and protection of traffic, as required by Articles 107, 701 and 703 of the IDOT Standard Specifications, the applicable IDOT Highway Standards, and as modified. All open excavations, drop-offs and utility structure openings within the construction site shall be protected with lighted Type II barricades during all times that work is not being performed at these locations.
- 2. The Contractor shall furnish and erect "Road Construction Ahead" signs (W20-1(0)-48) at both ends of the project and at all side roads within the limits of this project when working in the vicinity of the side road intersection.
- 3. Flagger traffic control signs used on this project shall be fluorescent orange in color.

- 4. The Contractor shall provide at least 72 hours notice to the Engineer and City of Bloomington – Department of Engineering and Water, prior to initiating any work that requires traffic control devices or lane closures. The City reserves the right to adjust the Contractor's traffic control layout.
- 5. Existing access shall be maintained to all properties adjacent to the construction.
- 6. When the Contractor closes the entire street, Type III barricades shall be used to provide for the safety of all traffic and pedestrians.

Open Trenches

Open trenches and excavations, for water main, to remain open overnight, shall be marked with lighted Type II barricades in sufficient numbers and at appropriate locations to adequately provide for the safety of all pedestrians.

Traffic Control and Protection

This item shall include the installation, maintenance, relocation and removal of all traffic control devices and flaggers to regulate warn and direct traffic during construction, as required by Articles 701 and 703 of the IDOT Standard Specifications, the aforementioned highway standards, and these Special Provisions as necessary to complete the work.

METHOD OF MEASUREMENT

- <u>760-4.1</u> The footage of 8" water main and casing to be paid for shall be the number of linear feet of pipe or casing in place; sizes shall be measured separately.
- The quantity of valves and hydrants to be paid for under this item shall be the number of each type installed as completed units in place, ready for operation, and accepted by the Engineer.
- The quantity of iron fittings to be paid for under this item shall be measured for payment by the pound (LB.). The weight of accessories shall be included as part of the weight of the fittings. Shipper's invoice weight shall be taken as the weight for payment purposes, subject to confirmation by actual weighing.
- The quantity of pressure testing and disinfection to be paid for under this item shall consist of all associated work completed and accepted.
- The quantity of CLSM to be paid for shall be the number of cubic yards measured in place and accepted by the Engineer. The computed volume shall not exceed the volume of the trench as computed by using a trench width equal to the pipe outside diameter plus three feet (3') and the actual depth of the completed backfill with a deduction for the volume of the pipe unless approved by the Engineer.
- The quantity of pavement removal and replacement to be paid for shall be the number of square yards measured in place as specified, completed and accepted by the Engineer. The computed area shall not exceed the area as computed using the width equal to the pipe outside diameter plus five feet (5') unless approved by the Engineer.
- The footage of 2" water main to be paid for shall be the number of linear feet of pipe in place. The quantity of 2" accessories necessary for the installation shall not be paid for separately, but shall be considered incidental to the 2" water main.

BASIS OF PAYMENT

- Payment will be made at the contract unit price per linear foot for each kind of pipe of the size designated, and casing pipe. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.
- Payment will be made at the contract unit price per each for valves and hydrants. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.
- Payment will be made at the contract unit price per pound for ductile iron fittings. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.
- Payment will be made at the contract lump sum price for the pressure testing and disinfection of the water main. This price shall be full compensation for furnishing all materials, labor, equipment, tools, utility coordination and incidentals necessary to complete this item.
- Payment will be made at the contract unit price per cubic yard for CLSM. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.
- Payment will be made at the contract unit price per square yard for pavement removal and replacement. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.
- Payment will be made at the contract price per linear foot for 2" water main. This price shall be full compensation for furnishing all materials including accessories, and for all preparation, excavation, backfill, installation and disinfection of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item AR760302 – 2" Water Main – per linear foot.

Item AR760308 – 8" Water main – per linear foot.

Item AR760720 - 20" Steel Casing - per linear foot.

Item AR760800 - Fire Hydrant - per each.

Item AR760830 - Water Valve - per each.

Item AR760840 - Iron Fittings - per pound.

Item AR800271 - Pressure Testing of Water Main - per lump sum.

Item AR800272 - Disinfection of Water Main - per lump sum.

Item AR800325 - Controlled Low Strength Material - per cubic yard.

Item AR800382 - Pavement Removal and Replacement - per square yard.

ITEM 770000 - SANITARY SEWER

DESCRIPTION

- This item shall consist of extending a portion of the gravity flow sanitary sewer and appurtenances that cross Oakland Avenue, along Olympia Drive and to the proposed ARFF Facility. This item includes all fittings, connections, excavation, backfill and incidentals necessary to provide an accepted working unit.
- 770-1.2 This specification shall supplement the "Standard Specifications for Water and Sewer Main Construction in Illinois" dated May 1996 (Fifth Edition) for the construction of the proposed sanitary sewer.
- The sewer installed under this item shall conform to the Manual of Practice, Chapter 7 and Chapter 8, for the Design of Public Improvements in the City of Bloomington, Illinois (Third Edition, July 2005).
- References to "Standard Specifications" shall be interpreted as the "Standard Specifications for Water and Sewer Main Construction in Illinois" dated May 1996 (Fifth Edition). References to the "IDOT Standard Specifications" shall be interpreted as the "IDOT Standard Specifications for Road and Bridge Construction", adopted January 1, 2007.

MATERIALS

770-2.1 GENERAL

All materials used in the construction of the sanitary sewer system shall have eight (8) copies of shop drawings submitted to the Engineer for approval.

770-2.2 SANITARY SEWER PIPE and FITTINGS

All sanitary sewer pipe shall be the following:

Ductile Iron Pipe, Standard Pressure Class 150 for 6-inch and 8-inch, conforming to ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, with push on restrained joints. The inside of all ductile iron pipe shall have standard cement mortar lining and the inside and outside shall be tar coated.

Fittings incorporated into this work shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11, not less than 250 psi rated pressure. All fittings shall have the same linings and coatings as the pipe supplied. All fittings (including but not limited to bends, tees, reducers and plugs) shall be restrained with retainer glands or a manufactured joint restraining system approved by the Director of Engineering and Water.

770-2.3 SANITARY SEWER CASING PIPE (If Needed)

The casing pipe for the sanitary sewer shall be minimum 35,000 psi yield strength, meeting ASTM Specification A-139, Grade B. The inside diameter of the casing pipe shall be at least 20-inches. The wall thickness of the casing pipe shall be a minimum of 0.281-inchs ($^9/_{32}$ -inches). After installation and testing of the sanitary sewer in the casing, the ends of the casing shall be sealed with mortar or concrete.

770-2.4 EMBEDMENT MATERIAL

When the water main is excavated beneath an existing or new paved surface, the sanitary sewer shall be embedded using a granular cradle from 4-inch below the pipe to 12-inch over the top of pipe. The granular cradle shall meet the requirements of embedment material as defined in Section 20-2.20 of the Standard Specifications. Costs for granular cradle installed as specified shall be included in the contract unit price bid per linear foot of sanitary sewer No additional compensation for granular cradle will be made.

770-2.5 SANITARY SEWER CASING SPACERS (If Needed)

The sanitary sewer to be installed in the casing pipe shall be secured using casing spacers manufactured by Racci at intervals no greater than 6-feet.

770-2.6 MANHOLE, TYPE A-4 – NOT USED

Manholes are designated as Type A-4 as shown on the Plans, and shall be constructed at the location shown on the drawings. Manholes shall be constructed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and with ASTM C-478 (latest revision) specification except as modified by the drawings or this Special Provision. The floor and first barrel section of each manhole shall be one precast concrete piece with precast holes for the influent and effluent sewer pipes. Barrel sections shall have precast holes for all other sewers which connect to the manhole. Manhole steps shall be copolymer polypropylene encapsulating a ½-inch steel reinforcing rod, as manufactured by M.A. Industries, or equal. This type of step shall be press fit into precast or drilled holes in the manhole barrel.

Lift holes and holes for steps shall not extend completely through the wall of the manhole. Upon installation of the manhole, the lift holes shall be sealed with a non-shrink grout.

All manholes shall have granular bedding from 6-inches below the bottom of the manhole to the springline of the highest connecting sewer. Granular bedding shall be as defined in Section 20-2.20 of the Standard Specifications and shall be coarse aggregate. Payment for granular bedding shall be incidental to the cost of this Item.

All manhole castings shall have machined bearing surfaces and shall have self-sealing type lids with concealed pickholes. The self-sealing lids shall have a dovetail groove into which the sealing gasket fits. All lids shall have cast lettering on top face reading "SANITARY". Castings shall be made of 35,000 psi grey cast iron (Class 35B).

Sanitary manhole castings shall be Neenah, East Jordan such as Neenah, R-1772-B with Type B lid, and NF-9204 Pickhole, or approved equal.

Castings placed on concrete or masonry surfaces shall be set in a full mortar bed or on approved solid bituminous gasket.

Connections between a manhole and sewer pipe shall be watertight. The connection shall utilize a connector which meets ASTM C-923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes" (latest revision). The connector shall be cast in the manhole wall and shall be capable of remaining watertight for pipe deflection up to 10 degrees in any direction and for differential loading between pipe and manhole. The sanitary manhole connection shall be A-Lok Products, Inc., or approved equal.

Joints between precast manhole sections and under the casting frame shall be watertight and sealed by means of solid bituminous gaskets. The inside of all joints shall be finished with non-shrink type grout and rubber gaskets. Bituminous material shall be used on the outside of the manhole only.

770-2.7 SELECTED GRANULAR BACKFILL

When the sanitary sewer is excavated beneath an existing or new paved surface or near a water main, the trench backfill shall be selected granular backfill. Selected granular backfill material shall comply with Section 20-2.21B(c) of the Standard Specifications and be FA5, FA6 or FA10. Costs for selected granular backfill as specified shall be included in the contract unit price bid per linear foot of sanitary sewer. No additional compensation for selected granular backfill will be made.

CONSTRUCTION METHODS

<u>770-3.1</u> GENERAL

Sewer installation shall be done in accordance with the recommendations of the manufacturer of the sewer pipe and in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, and temporary fencing as required shall be placed and maintained by the Contractor at his expense during the progress of the construction work. The rules and regulations of OSHA and appropriate authorities respecting safety provisions shall be observed.

Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his expense. Any structures which may have been disturbed shall be restored upon completion of the work.

The Contractor shall coordinate the sanitary sewer construction with the City of Bloomington, Department of Engineering and Water.

The Contractor shall notify the utility companies of the impending project and the plans shall indicate the general location of the utility main lines. The Contractor shall have the responsibility before any construction work has begun, of obtaining from all utilities the exact location of any underground facilities in the area of construction, whether indicated on the plans or not. Any facilities disturbed by the Contractor shall be restored by him at his own expense. The Contractor shall coordinate with the proper utility the relocation of any facility designated on the plans or deemed necessary to be relocated by the Director of Engineering & Water in order to complete construction of the project.

Residents shall be notified a minimum of 48 hours in advance of impending service outages, and no residence shall be without service overnight.

770-3.2 EXCAVATION

General

Sewer trenches shall be excavated wide enough for working room around the sewer pipe but shall not exceed the maximum trench width at the top of the conduit specified in the Standard Specifications. Excavation shall extend at least 4-inches below the level of the bottom of the sewer pipe. Trench walls shall be adequately sloped, or sheeting or a sewer "box" shall be provided, in order to protect workers, existing utilities and the proposed sewer. The Contractor shall be responsible for dewatering the trench, by-pass pumping of sewage and maintaining the water level below the bottom of the sewer pipe until the sewer has been backfilled in order to preserve the line and grade of the pipe.

The sanitary sewer shall be laid to the grade as shown on the Plans, with the minimum cover being 3-feet.

Handling of Pipe

Pipe shall be handled in such a manner as will prevent damage to the pipe or coating. Accidental damage to pipe or coating shall be repaired to the satisfaction of the Engineer or be removed from the job, and methods of handling shall be corrected to prevent further damage when called to the attention of the Contractor.

The pipe and fittings shall be inspected by the Contractor for defects while above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joints during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign materials in it shall be removed, cleaned and relaid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or by other means approved by the Engineer, to ensure cleanliness inside the pipe.

770-3.2(1) EXCAVATION AND BACKFILL IN TURFED AREAS

When the sanitary sewer is excavated beneath a turfed area, the following shall apply: Granular cradle material shall be used from a minimum of 4-inches: below the pipe to at least 12-inches over the top of the pipe. No compaction of the granular cradle is necessary. However, care should be taken to insure that sufficient material has been worked under the haunch of the pipe to provide adequate side support.

Trench backfill from 12-inches over the top of pipe to final grade shall be native excavated material. This native excavated material shall be thoroughly compacted by jetting and water soaking.

770-3.2(2) EXCAVATION AND BACKFILL IN PAVEMENT, DRIVEWAY AND SIDEWALK AREAS

When the sanitary sewer is excavated beneath an existing or proposed pavement driveway or sidewalk surface, the following shall apply:

Granular cradle material shall be used from a minimum of 4-inches below the pipe to at least 12-inches over the top of the pipe. No compaction of the granular cradle is necessary. However, care should be taken to insure that sufficient material has been worked under the haunch of the pipe to provide adequate side support.

All trenches excavated shall have selected granular backfill from 12-inches above the pipe to the bottom of the aggregate base course. Selected granular backfill shall be used between the proposed sanitary sewer and existing utilities which cross the trench. Selected granular backfill shall be used between the proposed sanitary sewer and existing overlying utilities as shown on the drawings. The selected granular backfill shall be thoroughly mechanically compacted as specified in the Standard Specifications.

Mechanical compaction of selected granular backfill in trenches and excavation shall be required in driveways and sidewalks along the length of the pipe being installed. The

mechanical compaction of the Select Granular Backfill shall be in 6-inch lifts, beginning one foot above the top of the pipe at 90% of Standard Proctor Test.

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor.

Samples of material which will be used for selected granular backfill on this project shall be submitted to the Engineer prior to the material being used on this project. The Engineer shall determine the acceptability of the material based on the specifications herein.

Select granular backfill shall be considered incidental to the installation of the water main.

Granular cradle and select granular backfill shall extend 2-feet beyond the edge of pavement.

770-3.3 PIPE INSTALLATION

Laying of sewer pipe shall be accomplished to line and grade in the trench only after the foundation and/or bedding has been prepared. Mud, silt, gravel and other foreign material shall be kept out of the pipe and off the jointing surfaces.

All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place. All pipe shall be laid to conform to the prescribed line and grade shown on the plans, within the limits that follow. The Contractor's laser shall be maintained in position during all pipe laying operations.

Variance from established line and grade shall not be greater than one thirty-second ($^{1}/_{32}$) of an inch per inch of pipe diameter and not to exceed ½-inch, provided that any such variation does not result in a level or reverse sloping invert; provided also that variation in the invert elevation between adjoining ends of pipe, due to non-concentricity of joining surface and pipe interior surfaces does not exceed one sixty-fourth ($^{1}/_{64}$) per inch of pipe diameter, or ½-inch maximum.

The sewer pipe, unless otherwise approved by the Engineer, shall be laid up grade from point of connection from a designated starting point. The sewer pipe shall be installed with the bell end forward or upgrade, unless approved otherwise. When pipe laying is not in progress, the forward end of the pipe shall be kept tightly closed with an approved temporary plug.

The pipe bedding shall be placed so that the entire length of the pipe will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with embedment concrete.

770-3.4 JOINTS

Ductile Iron pipe joints shall be restrained and constructed per the manufacturer's directions and approved by the Engineer.

770-3.5 MANHOLE GRADES

The Contractor shall set the manholes as shown on the plans to the proposed finished grade.

770-3.6 <u>TESTING</u>

Gravity Sewer

The Contractor shall be required to test all the sanitary sewers installed on this project and all sections of sewer will be required to pass testing as outlined below. Testing shall be in accordance with the applicable provisions of Section 31-1.11 of the Standard Specifications for Water and Sewer Main Construction in Illinois except as modified herein.

Leakage tests shall be performed after the sewer has been cleaned and the trench backfilled.

All sanitary sewers shall be tested by exfiltration of air (low pressure method). Along the section to be tested, the Contractor shall determine the groundwater level at each end manhole and at all intermediate manholes. The groundwater level outside each manhole shall be measured outside the manhole by excavation down to the sewer to be tested, or shall be measured in the manhole by the use of clear tubing and piping which extends through the manhole wall at or below the top of the sewer pipe to be tested. The hole through the manhole shall be sealed following successful completion of all leakage testing.

All manholes shall be included in the ex-filtration test. Manholes shall be separately tested by the ex-filtration test. Manholes shall be bottle-tight with no leakage.

All sewers shall be required to meet allowable leakage criteria as contained in Section 31-1.11C of the Standard Specifications. If any section fails to meet the test, the section shall be repaired or replaced at the Contractor's expense and retested until it meets the leakage limits. Pressure grout or concrete encasement will not be acceptable methods of repair of joints.

METHOD OF MEASUREMENT

- The footage of pipe and leakage testing to be paid for shall be the number of linear feet of pipe in place, completed, and approved to be measured along the centerline of the pipe from centerline of structure to the centerline of structure, whichever is applicable. All fittings shall be included in the footage as typical pipe sections in the pipeline being measured.
- The quantity of manhole adjustments to be paid for under this item shall be the number of each type installed as completed units in place, ready for operation, and accepted by the Engineer.
- The quantity of sanitary sewer fittings to be paid for under this item shall be measured for payment by the pound (lb.). The weight of accessories shall be included as part of the weight of the fittings. Shipper's invoice weight shall be taken as the weight for payment purposes, subject to confirmation by actual weighing.

BASIS OF PAYMENT

Payment will be made at the contract unit price per linear foot for each kind of pipe of the type, and size designated and per linear foot for leakage testing. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation and backfill of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

- Payment will be made at the contract unit price per each for manhole adjustment. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.
- Payment will be made at the contract unit price per pound for sanitary sewer fittings. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR770506 – 6" Sanitary Sewer – per linear foot. Item AR770945 – Adjust Sanitary Manhole – per each. Item AR800276 – Leakage Testing – per linear foot. Item AR800383 - Sanitary Sewer Fittings – per pound.

<u>ITEM 901000 - SEEDING</u>

DESCRIPTION

901-1.1 ADD: Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as staging, storage and access) shall be incidental to the project.

MATERIALS

901-2.1 ADD: Lawn mixture shall be an IDOT Class 1 lawn mixture.

CONSTRUCTION METHODS

901-3.2 DRY APPLICATION METHOD

DELETE: Paragraph (c), Seeding.

ADD: Grass seed shall be sown at the rate shown in 901-2.1.

Grass seed shall be sown with a machine that is capable of cutting a slit in the soil free from leaves and debris, placing the seed in the slit and compacting the seed into the soil of the slit in one continuous operation.

901-3.3 WET APPLICATION METHOD

DELETE: This section.

BASIS OF PAYMENT

901-5.1 Payment will be made under:

Item AR901510 - Seeding - per acre.

<u>ITEM 904000 - SODDING</u>

MATERIALS

904-2.2 LIME

Lime will not be required unless determined necessary by the Contractor.

904-2.3 FERTILIZER

Fertilizer will not be required unless determined necessary by the Contractor.

CONSTRUCTION METHODS

904-3.1 DELETE: First paragraph.

ADD: The approximate areas to be sodded are shown on the plans. The exact limits will be established by the Engineer.

904-3.2 PREPARING THE GROUND SURFACE

ADD: The areas to be sodded shall be stripped of vegetation, in accordance with Item 152, thoroughly disced or scarified to a 3" minimum depth, and brought to grade with topsoil as described in Item 152 – Excavation and Embankment.

904-3.3 LAYING SOD

ADD: After the ground surface has been prepared and accepted, the Contractor shall furnish and install new sod on the prepared surface.

<u>904-3.6</u> <u>WATERING</u>

Sod shall be kept moist until it has become established and its continued growth assured. Watering shall be provided by the Contractor as necessary to promote establishment.

BASIS OF PAYMENT

904-5.1 ADD: Payment will be made under:

Item AR904510 - Sodding - per square yard.

ITEM 905000 - TOPSOILING

DESCRIPTION

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

CONSTRUCTION METHODS

905-3.1 GENERAL

DELETE: The first sentence.

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

905-3.3 OBTAINING TOPSOIL

DELETE: The third paragraph.

905-3.4 PLACING TOPSOIL

DELETE: The first sentence and replace with the following:

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

BASIS OF PAYMENT

905-5.1 ADD: No individual payment for topsoiling shall be made.

ITEM 908000 - MULCHING

DESCRIPTION

<u>908-1.1</u> ADD: Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as staging, storage and access) shall be incidental to the project.

MATERIALS

908-2.3 EXCELSIOR BLANKET

Excelsior blanket shall consist of a machine-produced mat of wood excelsior of 80 percent 150 mm (6 inches) or longer fiber length. The wood from which the excelsior is cut shall be properly cured to achieve adequately curled and barbed fibers.

The blanket shall be of consistent thickness, with the fiber evenly distributed over the entire area of the blanket. The excelsior blanket shall be covered on the topside with a 90-day biodegradable extruded plastic mesh netting having an approximate minimum opening of 16 x 16 mm $(5/8" \times 5/8")$ to approximate maximum opening of 50 x 25 mm (2"x1"). The netting shall be entwined with the excelsior mat for maximum strength and ease of handling.

The excelsior blanket shall comply with the following Specifications:

Minimum width

Minimum length of roll, m (ft.), approximately45m (150 ft)

The excelsior blanket shall be smolder resistant and shall withstand the following test:

The excelsior blanket specimen shall not flame or smolder for more than a distance of 300 mm (12 inches) from a spot where a lighted cigarette is placed on the surface of the blanket.

Certification. The manufacturer shall furnish a certification with each shipment of excelsior blanket stating the number of rolls furnished and that the material complies with these requirements.

CONSTRUCTION METHODS

908-3.1 MULCHING

REVISE: The second paragraph of the Supplemental Specification to read:

The hydraulic mulch shall be applied as a slurry of 3,000 pounds of mulch and not less than 3,000 gallons of water per acre.

BASIS OF PAYMENT

908-5.2 ADD: Payment will be made at the contract unit price per square yard for excelsior blanket. 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 the item.

Payment will be made under:

Item AR908510 - Mulching – per acre. Item AR908520 – Excelsior Blanket – per square yard.

ITEM 910000 - ROADWAY LIGHTING

DESCRIPTION

1.1 GENERAL

This item shall consist of furnishing, fabricating and installing new Parking Lot Lights, new Roadway Light and new Flag Pole Light at the locations shown on the plans.

This item shall also include the furnishing and installing Lighting Controls in AARF Building Electrical Room, including but not limited to, Photocell, Lighting Contactor, Control Relay, Selector Switches and Nameplates, and interior conduit and wiring as needed to provide a complete and accepted installation.

MATERIALS

2.1 ROADWAY LIGHT POLE, TYPE A (FIXTURE F1)

<u>LUMINAIRES</u>. To maintain compatibility with the Terminal Building Main Parking Lot, the luminaries shall be Kim Lighting STL as noted in Light Fixture Schedule on the plans, including all options. No alternate light fixtures shall be considered. Color shall be selected by the Owner. Provide color chips with submittals for Owner review. The luminaire lamp shall be 250W, Pulse-Start Metal Halide with 208V CWA ballast. Minimum starting temperature shall be -30°C. Provide pole-top mounting hardware as required.

In-line fuse holders shall be provided at handhole at pole base for each luminaire. Fuse holders shall be break-away type, Buss HEY, or equivalent. Provide 5A fuses.

Ground rod shall be $\frac{3}{4}$ " diameter by 10' long copperclad. Connection of ground wire to ground rod shall be via exothermic weld, Cadweld, or equivalent.

<u>POLES.</u> The poles shall be model number PRA30-6250/A/TD/, with vibration damper, as manufactured by Kim Lighting, or equivalent, as noted in Light Fixture Schedule on the plans. The poles shall be 30' round non-tapered aluminum. Color shall be selected by the Owner. Provide color chips with submittals for Owner review. Minimum EPA shall be 4.6 at wind loadings of 90 MPH steady, 117 MPH gusts.

2.2 ROADWAY LIGHT POLE, TYPE B (FIXTURE F2)

<u>LUMINAIRES</u>. To maintain compatibility with the Terminal Building Main Parking Lot, the luminaries shall be Kim Lighting STL as noted in Light Fixture Schedule on the plans, including all options. No alternate light fixtures shall be considered. Color shall be selected by the Owner. Provide color chips with submittals for Owner review. The luminaire lamp shall be 150W, Pulse Start Metal Halide with 208V HX-HPF ballast. Minimum starting temperature shall be -30°C. Provide pole-top mounting hardware as required.

In-line fuse holders shall be provided at handhole at pole base for each luminaire. Fuse holders shall be break-away type, Buss HEY, or equivalent. Provide 5A fuses.

Ground rod shall be 3/4" diameter by 10' long copperclad. Connection of ground wire to ground rod shall be via exothermic weld, Cadweld, or equivalent.

<u>POLES.</u> The poles shall be model number PRA20-5188/A/TD/, as manufactured by Kim Lighting, or equivalent, as noted in Light Fixture Schedule on the plans. The poles shall be 20' round non-tapered aluminum. Color shall be selected by the Owner. Provide color chips with submittals for Owner review. Minimum EPA shall be 3.7 at wind loadings of 90 MPH steady, 117 MPH gusts.

2.3 FLAG POLE LIGHT (FIXTURE F3)

Flag Pole Light shall be Kim Lighting AFL25 as noted in the Light Fixture Schedule on the plans, or equivalent. Color shall be selected by the Owner. Provide color chips with submittals for Owner review. The luminaire lamp shall be 250W, Metal Halide with 208V ballast. Minimum starting temperature shall be -30°C.

Flag Pole Light shall be stanchion mounted as detailed on the plans.

Note that furnishing and installing the flag pole light is considered incidental to the installation of the flag pole, specified elsewhere.

2.4 LIGHTING CONTROLS

<u>ENCLOSURE</u>. Enclosure for lighting control equipment shall be hinged-cover NEMA 1, sized as required to house contactor, control relay and door-mounted selector switches, Hoffman, or equivalent.

<u>CONTACTOR</u>. Lighting Contactor shall be mechanically-held lighting contactor, 30A, 4-Pole, 600V, Square D cat. # SMO12V02, or equivalent.

<u>CONTROL RELAY.</u> Control Relay CR1 shall be 10A, 120A, Diversified Electronics #KAA-120-AT, or equivalent, with socket.

<u>SELECTOR SWITCHES.</u> Selector Switches shall be door-mounted, three-position, maintained-contact, non-metallic selector switch with nameplates as detailed on the plans, Square D type SK, or equivalent, with contact blocks to perform operations as shown in schematics.

<u>IN-LINE FUSE.</u> In-line fuse shown on schematics shall be 10A slow-blow, Buss or equivalent, with fuseholder.

PHOTOCELL. Photocell shall be Tork 2101, or equivalent.

2.5 INTERIOR CONDUIT AND WIRING

All conduits, wiring, material, labor, equipment, etc. Inside the AARF building that is related to the lighting controls installation shall be considered incidental to the lighting controls pay item and will not be measured or paid for separately.

2.6 CONCRETE

Concrete shall meet the requirements of Item P-610 Structural Portland Cement Concrete.

CONSTRUCTION METHODS

3.1 GENERAL

The installation of the light poles, luminaries, and foundations shall be as detailed on plans and in conformance with manufacturer's recommendations.

The installation of the flag pole light shall be as detailed on plans and in conformance with manufacturer's recommendations.

Contractor shall install lighting controls in AARF Electrical Room where directed by the Owner. Install conduit and wiring as needed from lighting controls to panelboard circuit breakers for 208V and 120V power.

METHOD OF MEASUREMENT

4.1 ROADWAY LIGHT POLE, TYPE A (FIXTURE F1)

The quantity of light poles to be measured for payment shall be the number of light poles, with all options and accessories, installed in place, tested and ready for use.

4.2 ROADWAY LIGHT POLE, TYPE B (FIXTURE F2)

The quantity of light poles to be measured for payment shall be the number of light poles, with all options and accessories, installed in place, tested and ready for use.

4.3 FLAG POLE LIGHT (FIXTURE F3)

The flag pole light is considered incidental to the installation of the flag pole, specified elsewhere, and will not be measured separately.

4.4 LIGHTING CONTROLS

Lighting Controls installation shall be counted as one lump sum including all materials and labor required to furnish and install wiring and conduit inside AARF Building, furnish and install enclosure, lighting contactor, photocell, relay, selector switches and miscellaneous material, equipment and labor necessary as a completed and accepted unit.

BASIS OF PAYMENT

5.1 ROADWAY LIGHT POLE, TYPE A (FIXTURE F1)

Payment will be made at the contract unit price for Roadway Light Pole, Type A and shall be full compensation for all materials, parts, installations, deliveries, labor, tools, and other incidentals necessary to complete this item.

5.2 ROADWAY LIGHT POLE, TYPE B (FIXTURE F2)

Payment will be made at the contract unit price for Roadway Light Pole, Type B and shall be full compensation for all materials, parts, installations, deliveries, labor, tools, and other incidentals necessary to complete this item.

5.3 FLAG POLE LIGHT (FIXTURE F3)

The flag pole light is considered incidental to the installation of the flag pole, specified elsewhere, and will not be paid for separately.

5.4 LIGHTING CONTROLS

Payment will be made at the contract lump sum price for Lighting Controls and shall be full compensation for all materials, parts, installations, deliveries, labor, tools, and other incidentals necessary to complete this item.

Payment will be made under:

Item AR910101 - Roadway Light Pole, Type A - per each Item AR910102 - Roadway Light Pole, Type B - per each Item AR800306 - Lighting Controls - per lump sum

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.

CONSTRUCTION METHODS

3.1 Existing roadway signs shall be salvaged, removed and turned over to the Airport at the Airport Maintenance Facility.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

<u>5.1</u> 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 AR910230 – Handicap Sign – per each.
Item AR910915 – Remove Roadway Sign – per each.

<u>ITEM 910420 – BOLLARD</u>

DESCRIPTION

<u>1.1</u> <u>GENERAL</u>

This item shall consist of furnishing, fabricating and installing new bollards at the locations to be determined.

MATERIALS

2.1 PIPE

The pipe for the bollard shall be six-inch (6") diameter iron pipe, meeting the requirements of ASTM A53, Schedule 40 Pipe. The pipe shall be primed and painted with two coats of yellow paint.

2.2 CONCRETE

Concrete shall meet the requirements of Item P-610 Structural Portland Cement Concrete.

CONSTRUCTION METHODS

3.1 GENERAL

The bollard shall be constructed in accordance with the details on the plans and as specified herein using new materials, and all work shall be performed in a workmanlike manner satisfactory to the Engineer. Prior to the beginning of the work or upon the request of the Contractor, the Resident Engineer shall locate the position of the work by establishing and marking the bollard location.

Each bollard shall be set in a concrete base as shown on the plans. The top of the concrete base shall be slightly above the ground, trowel finished, and sloped to drain away from the bollard. Holes of full depth and size for the concrete bases for bollard shall be dug to the size and depth as shown on the plans.

After the bollard pipe has been set in a concrete base, the bollard pipe shall be filled with concrete, and the top shall be slightly rounded, trowel finished, and sloped to drain.

Any concrete on the outside of the bollard pipe shall be removed and the pipe shall be primed prior to applying the finish paint.

The bollard shall be painted with at least one coat of primer paint and two coats of finish yellow paint. The finish coats shall be applied after the posts have been installed, cleaned and filled with concrete.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

Payment will be made under:

Item AR910420 - Bollard - per each.

ITEM AR800304 - FLAG POLE

DESCRIPTION

1.1 GENERAL

This item shall consist of furnishing and installing a new flagpole at the location shown in the plans.

This item shall also include the furnishing and installation of a flag pole light, specified elsewhere in Item 910 – Roadway Lighting.

MATERIALS

2.1 FLAGPOLE

The flagpole, foundation and accessories shall meet the following requirements:

- Structural Performance Flagpole assembly, including anchorages, foundations and supports, shall be capable of withstanding the effects of wind loads, determined in accordance with National Association of Architectural Metal Manufacturers (NAAMM) FP 1001 – Guide Specifications for Design of Metal Flagpoles.
- 2. Minimum Wind Speed 100 mph flagged.
- 3. Halyard External, manually operated.
- 4. Truck Assembly Ball-bearing, non-fouling, revolving, exposed metal surfaces to match flagpole.
- 5. Exposed Height 30'.
- 6. Mounting Device Ground sleeve and PCC foundation.
- 7. Finish Fine, directional, medium satin polish, buffed, seal surfaces with clear hard coat wax. Alternative finishes may be proposed to the Airport for consideration.
- 8. Accessories Ornamental ball, swivel snaps, cleat, flash collar, all other accessories (except flag) necessary for operation.
- 9. Foundation -- Foundation sleeve, wedges, grounding spike, support plate.

2.2 CONCRETE

Concrete shall meet the requirements of Item 610, Structural Portland Cement Concrete.

2.3 FLAG POLE LIGHT

Flag Pole Light is specified elsewhere, in Item 910 – Roadway Lighting.

Note that furnishing and installing the flag pole light is considered incidental to the installation of the flag pole.

CONSTRUCTION METHODS

3.1 GENERAL

The flagpole, including the flagpole foundation, shall be constructed in accordance with the manufacturer's recommendations.

The flagpole shall be plumb.

The top of the foundation shall be slightly above ground, trowel finished and sloped to drain away from the flagpole.

Installation shall not begin until final grades and elevations have been established.

3.2 FLAG POLE LIGHT

Note that furnishing and installing the flag pole light is considered incidental to the installation of the flag pole.

Note that wiring of flag pole light is specified elsewhere in Item 108 - Installation of Underground Cable for Airports.

METHOD OF MEASUREMENT

4.1 The quantity of flagpoles and flag pole lights to be paid for under this item shall be the number of units installed in place.

BASIS OF PAYMENT

<u>5.1</u> Payment will be made at the contract unit price for each flagpole and flag pole light installed as specified in place, complete and accepted. This price shall be full compensation for furnishing all materials and for all preparation, delivery and assembly of these materials and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR800304 - Flag Pole - per each.

DIVISION VI – LIGHTING INSTALLATION

ITEM 108000 - INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 ADD: This item of work shall include the following:

Installation of:

- (1) 1/C, #8, L-824, 5KV, Type C Cable in Unit Duct (Edge Lighting Series Circuits).
- 2. (1) 1/C, #8, L-824, 5KV, Type C Cable (Edge Lighting Series Circuits).
- 3. 12 PR., #19 Control Cable (FAA Communications).
- 4. Fiber Optic Cable (FAA Communications).
- 5. Two #10 USE (208V power for F1, F2 & F3), One #10 Ground.
- 6. Two #8 USE (120V power for Gate Operator), One #10 Ground.
- 7. Two 6-Conductor #18 shielded cables (card readers, contractor shall verify with card reader supplier).
- 8. 2/C #14 shielded cable (gate open control).

EQUIPMENT AND MATERIALS

108-2.2 CABLE

REPLACE: All references in the Supplemental Specifications to L-824, 1/C, Type C, 600V cable with:

ADD:

RHW-2 / USE-2 WIRE

Cable shall be 600 Volt rated, type RHW-2 & USE-2 sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 44 (for Type RHW-2) and U.L. 854 (for Type USE-2) and shall pass the IEEE 383, 70,000 BTU/hr and VW-1 Flame Tests. Cables shall be rated for use at 90°C in both wet and dry locations and be suitable for use in conduit, underground service entrance cable and direct burial applications.

ADD:

MULTI-CONDUCTOR SHIELDED CABLE

Multi-Conductor Shielded Cable shall be used where required or shown on plans. Cable construction shall be number of conductors and AWG 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.

108-2.4 CABLE CONNECTIONS

ADD:

(b) <u>Below-Grade 600V Splice.</u> Where 600V cable splices are made in splice cans 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.

<u>108-2.6</u> <u>UNIT DUCT</u>

ADD: Unit duct shall be 3/4" minimum.

108-2.9 LINE MARKING TAPE

DELETE: This section.

108-2.10 CONTROL CABLE

Control cable shall be 12 pair, #19, AWG control cable. The cable shall be REA PE-39, gopher resistant, suitable for direct burial, Essex wire and cable # CASPIC-F, or equivalent.

Multiple pair/control communication cable splices shall be MS² type, 3M Part No. 4000D (Anixter Part No. 131607) or equal, and shall include all components required to make a complete and operational system. Splice kits shall be furnished as required and 3M Telecom Markets Division Part No. 4040M Splicing Rig (Anixter Part No. 105656) or equal. Include Hand/Hydraulic crimping unit as required 3M Telecom Markets Division Part No. 4031 (Anixter Part No. 030242) or equal. Include 3M Part No. 4077 Series sealant boxed to protect splices and keep moisture out or equal. Quantity of splice kits and accessories shall be as required for the respective cable.

108-2.11 FIBER OPTIC CABLE AND PERMANENT SPLICES

Contractor shall furnish and install a 30-fiber optic cable assembly in unit duct at the locations shown on the plans. Fiber optic cable shall be Triathlon Indoor/Outdoor LSZH multimode, Enhanced FDDI 62.5/125 μ m, 6 fibers per cable, or equivalent (Contractor shall verify compatibility with existing fiber optic cable assembly prior to ordering). A total of 30 fibers will be required.

Permanent splices of new fiber optic cables to existing fiber optic cables shall be as recommended by cable manufacturer to meet requirements described in Construction Methods, below.

CONSTRUCTION METHODS

108-3.3 TRENCHING

REVISE: In the Supplemental Specifications:

18" to 24"

108-3.5 BACKFILLING

DELETE: This section from the Supplemental Specifications.

108-3.6 RESTORATION

ADD: Restoration, seeding and mulching of disturbed areas beyond the limits shown in the plans shall be incidental to the project.

<u>108-3.8</u> <u>SPLICING</u>

ADD: Splices of 600V cables shall be installed per manufacturer's instructions.

<u>108-3.10</u> <u>TESTING</u>

DELETE: This section from the Supplemental Specifications.

ADD: All testing shall be performed in the presence of the Engineer and FAA where applicable.

The existing field circuits within the working limits of this contract, which are not scheduled to be added or deleted from, shall be meggared <u>BEFORE</u> any work is performed in the presence of the Engineer. Any subsequent damage to these existing circuits shall be immediately repaired at no cost to the contract such that meggar readings taken after completion of the repair shall be, as a minimum, equal to the reading taken before the work began.

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:

- (i) 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.
- (j) 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 for visual NAVAIDS and other devices shall be tested after installation, but before connection to those devices.

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

108-3.13 TERMINATIONS AND CONNECTIONS

REPLACE:

"Cast Splice Kit" with "In-Line Splice Kit" in the third paragraph of the Supplemental Specifications.

108-3.14 FIBER OPTIC CABLE AND PERMANENT SPLICES

30-fiber optic cable assembly in unit duct shall be installed where indicated on the plans. Minimum bury shall be 24". Where shown on plans, fiber optic cable assembly in unit duct shall be installed in trench or duct.

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.

METHOD OF MEASUREMENT

108-4.1 ADD:

The footage of 30-fiber optic cable assembly in unit duct to be paid for shall be the number of lineal feet installed in trench, duct, or directional bore, completed, ready for operation and accepted as satisfactory. Permanent splices of new fiber optic cables to existing shall be considered incidental to the work and will not be measured separately.

The footage of Two #8 USE, One #10 Ground to be paid for shall be the number of lineal feet of each type installed, completed, ready for operation and accepted as satisfactory.

The footage of Two #10 USE, One #10 Ground to be paid for shall be the number of lineal feet of each type installed, completed, ready for operation and accepted as satisfactory.

The footage of multi-conductor cable to be paid for shall be the number of lineal feet of each type installed, completed, ready for operation and accepted as satisfactory.

All wiring installed inside the AARF Building will be considered incidental to the contract work and shall not be measured separately.

108-4.2 DELETE: This Section.

BASIS OF PAYMENT

108-5.1 DELETE: Item #2 of Supplemental Specifications.

ADD:

2. 30-fiber optic cable assembly in unit duct measured under Item 108-4.1 shall be paid for under this item.

This price shall be full compensation for furnishing all materials and for preparation and installation of cable assembly in trench or duct, including permanent splices of new fiber optic cable to existing, unit duct, trenching, backfilling and compacting trenches, and for all labor, equipment, tools and incidentals necessary to complete this item.

3. Two #8 USE, One #10 Ground measured under Item 108-4.1 shall be paid for under this item.

This price shall be full compensation for furnishing all materials and for preparation and installation of cable assembly in trench or duct, trenching, backfilling and compacting trenches, and for all labor, equipment, tools and incidentals necessary to complete this item.

 Two #10 USE, One #10 Ground measured under Item 108-4.1 shall be paid for under this item.

This price shall be full compensation for furnishing all materials and for preparation and installation of cable assembly in trench or duct, trenching, backfilling and compacting trenches, and for all labor, equipment, tools and incidentals necessary to complete this item.

5. Multi-conductor cable measured under Item 108-4.1 shall be paid for under this item.

This price shall be full compensation for furnishing all materials and for preparation and installation of cable assembly in trench or duct, trenching, backfilling and compacting trenches, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item AR108108 – 1/C #8 5KV UG Cable – per linear foot.

Item AR108158 - 1/C #8 5 KV UG Cable in UD - per linear foot.

Item AR108812 - 12 Pair Control Cable - per linear foot.

Item AR800349 - 2 - #8 USE, 1 - #10 Ground - per linear foot

Item AR800350 - 2 - #10 USE, 1 - #10 Ground - per linear foot

Item AR800351 - 6/C #18 Shielded Cable - per linear foot

Item AR800352 - 2/C #14 Shielded Cable - per linear foot

Item AR800219 - 30-Fiber Optic Cable in UD - per linear foot.

ITEM 110000 - INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

EQUIPMENT AND MATERIALS

110-2.7 PLASTIC CONDUIT

ADD: Plastic conduits for concrete encasement and utility sleeves shall be PVC, Schedule 40 unless otherwise noted on the plans. All ducts shall terminate at an end bell installed flush with the concrete encasement where ducts meet a handhole or manhole.

<u>110-2.8</u> SPLIT DUCT

Split duct shall be a non-metallic split raceway with interlocking design as manufactured by Carlon.

110-2.9 ELECTRICAL HANDHOLES 4'x4'x4'

The precast handhole shall be furnished complete by one manufacturer and shall consist of a top and bottom casting, grade ring, steel frame and cover, cable racks, pulling rings, and miscellaneous hardware and accessories as required for a complete installation. Interior dimensions shall be as shown in the plans.

Concrete shall conform to Item 610 – Structural Portland Cement Concrete. Reinforcing steel bars shall be structural grade deformed-type bars and shall meet requirements of ASTM A615.

The precast handhole manufacturer shall certify that completed handhole assembly shall meet the following design data:

- 1. Earth Load = 2 Ft. Fill at 130 Lbs./Ft.³
- 2. Surcharge = 2 Ft. Fill At 130 Lbs./Ft.³
- 3. Live Load = A.A.S.H.T.O. HS20 Truck with 20% Impact
- 4. fc = 4,500 P.S.I.
- 5. fy = 60,000 P.S.I.
- 6. Ultimate Strength Design Method

This certification shall be included as part of the shop drawing submittal.

The frame and cover shall be watertight type. Covers for handholes used for FAA relocated items shall be labeled "FAA". Covers for handholes use for electrical related work shall be labeled "Electrical."

Cable racks shall be provided as detailed on the plans.

Openings shall be provided in handholes for duct banks installed in the field as detailed on the plans. These openings shall be located as detailed or as required by the manufacturer. All openings shall be sealed watertight after duct bank installation.

The precast electrical handholes shall be manufactured by an IDOT approved producer.

110-2.10 POLYMER CONCRETE HANDHOLES

Polymer concrete handholes 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 meet UL Tier 10 loadings with 100% safety factor. 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.

CONSTRUCTION METHODS

110-3.4 DUCT MARKERS

DELETE: This section.

ADD: This item shall consist of the installation of an In-Pavement Duct (Survey) Marker at the location of proposed duct banks or utility conduits as detailed in the plans as directed by the Engineer.

This work shall be coordinated with the locating of existing utilities as required by Sections 50-17 and 108-3.12 to provide for accurate location of the markers.

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 UTILITY PAD INSTALLATION

This item shall consist of the delivery and installation of a utility provided concrete transformer pad. Specifically, this item shall include:

- Coordination with Corn Belt Electric.
- Transportation of the utility pad to the site.
- Installation of the pad in accordance with utility requirements.

110-3.8 CONDUIT INSTALLATION AT AARF BUILDING

Exterior underground conduit shall be direct bury Schedule 40 PVC of sizes indicated on the plans.

Any exterior, above grade conduit shall be Galvanized Rigid Steel (GRS). This conduit will be considered incidental to the contract work and will not be measured or paid for separately.

Interior conduit that does not leave the AARF Building shall be of same type as other conduit in the building, sized per NEC for cables installed.

Note that furnishing and installing interior conduit is considered incidental to the installation of the lighting controls and will not be measured or paid for separately.

METHOD OF MEASUREMENT

- ADD: The quantity of PVC duct to be paid for shall be the number of lineal feet installed, measured in place, completed and accepted.
- ADD: The quantity of Electrical Handhole 4' to be paid for shall be the number of 4'x4'x4' precast concrete handholes installed, measured in place, completed and accepted.

ADD: The quantity of Polymer Concrete Handhole to be paid for shall be the number of polymer concrete handholes installed, measured in place, completed and accepted.

BASIS OF PAYMENT

110-5.1 Payment will be made under:

Item AR110201 - 1" PVC Duct, Direct Bury - per linear foot Item AR110202 - 2" PVC Duct, Direct Bury - per linear foot Item AR110204 - 4" PVC, Direct Bury - per linear foot. Item AR110212 - 2" Steel Duct, Direct Bury - per linear foot. Item AR110504 - 4-Way Concrete Encased Duct - per linear foot. Item AR110550 - Split Duct - per linear foot. Item AR110900 - Remove Duct - per linear foot. Item AR800231 - Install Utility Pad - per each. Item AR800254 - Electrical Handhole - 4'- per each. Item AR800307 - Polymer Concrete Handhole - per each

ITEM 125000 - INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.3 DELETE: This Section.

<u>125-1.4</u> DELETE: This Section.

<u>125-1.5</u> DELETE: This Section.

ADD:

FAA Advisory Circular AC 150/5340-18 (Latest Edition), Standards for Airport Sign Systems.

<u>125-1.6</u> DELETE: This Section.

<u>125-1.7</u> DELETE: This Section.

<u>125-1.8</u> DELETE: This Section.

<u>125-1.9</u> ADD:

FAA Advisory Circular AC 150/5340-30B, Design and Installation Details for Airport Visual Aids.

EQUIPMENT AND MATERIALS

<u>125-2.1</u> <u>GENERAL</u>

REVISE: References of "150/5345-IU" to "150/5345-1 (Latest Edition)".

ADD: 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

New Isolation Transformers shall be Type L-830 conforming to FAA AC 150/5345-47 sized as required for each installation.

125-2.8 LIGHT CANS

DELETE: This Section.

ADD: Light bases shall meet the requirements of FAA AC 150/5345-42, Type L-867, Class 1A (metal), Size (B) and shall be provided as indicated or as required to accommodate the fixture or device installed thereon if diameter is not shown.

All light bases shall be provided with an internal grounding lug.

Light bases shall be pre-cast in concrete where applicable.

125-2.10 CABLE CONNECTORS AND SPLICES

ADD: 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.

125-2.11 AIRFIELD SIGNS

ADD: The taxiway guidance signs shall meet the requirements of FAA AC 150/5345-44, Type L-858-Y for information, Type L-858-L for location, and Type L-858-R for mandatory signs.

The signs shall be Size 2, Style 3, Class 2 for the Runway 2/20 circuit with the information on the signs as shown in the plans. The power supply to connect to series circuits shall be as approved by the manufacturer.

For the purpose of this specification, a digit shall be defined as a letter, number, space, dot, dash or arrow to be indicated on the sign face.

Airfield guidance signs shall be "low VA".

All signs shall be double faced.

To match existing airfield guidance signs, the new signs shall be manufactured by "Lumacurve".

125-2.14 REPLACE SIGN FACES

The existing sign faces shall be modified by removing the existing legend and providing new sign faces with the legend shown in the plans.

The new Distance-To-Go sign faces shall be provided by the original sign manufacturer. The existing signs are manufactured by "Lumacurve".

The Contractor shall confirm sign make, model, legend and dimensions prior to ordering.

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.

125-2.16 EDGE LIGHT AND GUIDANCE SIGN GROUND RODS

A ground rod and ground wire shall be installed at all new lights and signs as detailed in the plans.

Ground rods shall be 5/8" diameter by 10' long copper clad ground rods.

Ground wire shall be a #6 AWG bare stranded copper wire.

The ground rod shall be driven into the ground adjacent to the new light or sign so that the top is a minimum of 18" below the final grade.

Connection of the wire to the ground rod shall be by exothermic weld, Cadweld or approved equal. The other end of the grounding cable shall be securely attached to the light base grounding lug with non-corrosive metal and shall be of substantial construction.

CONSTRUCTION METHODS

125-3.4 LIGHT/BASE REMOVAL

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 and transformers shall be salvaged and remain the property of the Airport. The material shall be delivered to the Airport Maintenance Facility.

125-3.5 RELOCATIONS

The Contractor shall exercise care in relocation of the existing lights and signs.

The transformers of the lights and signs to be relocated shall be relocated with the light or sign.

A new base shall be required at all relocated units.

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 signs, splice cans, sign face replacements and relocations to be paid for under this item shall be the number of new units including associated materials installed as completed units in place ready for operation, and accepted by the Engineer.

BASIS OF PAYMENT

Payment will be made at the contract unit price for each complete light, sign, modification, relocation, removal or adjustment furnished and installed in place or removed 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 AR125441 – Taxi Guidance Sign, 1 Character – per each Item AR125444 – Taxi Guidance Sign, 4 Character – per each Item AR125565 – Splice Can – per each Item AR125965 – Relocate Rwy Distance Remain Sign – per each. Item AR800294 – Replace Sign Face – per each

APPENDIX 1

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

State of Illinois Department of Transportation Division of Aeronautics

POLICY MEMORANDUM

July 31, 2004 Springfield Number: 87-3

TO: CONSULTING ENGINEERS

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

I. SCOPE

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

II. MIX DESIGN

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

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

III. TEST BATCH

At least 28 days prior to the start of production, the contractor and/or producer shall prepare a Test Batch under the direction of the Engineer. The Test Batch shall be prepared at the concrete plant proposed for use in the production of the concrete mix for the project and shall be in accordance with the approved Job Mix Formula (JMF). When approved by the Engineer, the Test Batch may be prepared at a different plant provided that the same materials specified in the JMF are used. The plant shall have been

surveyed and approved by the Engineer prior to preparation of the Test Batch. As required by these Special Provisions, the contractor shall provide Quality Control for production of the concrete. The contractor shall have his Quality Control Manager and a representative of the contractor familiar with the paving operation, present at the Test Batch preparation. The Test Batch shall be prepared as follows:

A. <u>Proportioning</u>

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

B. Preparation of the Mix:

1.) Prepare a Test Batch that is at least one-half (1/2) the manufacturer's rated capacity of the mixing drum (in cubic yards). The Test Batch shall be prepared with the approved JMF, adjusted for moisture.

2.) Mixing requirements shall be:

- a.) Central Mix Plant: Mixing time shall be a minimum of 90 seconds. If transit mixer trucks are used to transport the mix, the mix shall be agitated, after mixing, at 2-5 RPM for the approximate time anticipated between batching at the plant and deposit of the concrete in the forms. If non-mixing trucks are used to transport the mix, the mix shall remain in the central mixer with no mixing or agitation for the approximate time anticipated from when the water contacts the cement and deposit of the concrete in the forms.
- b.) Transit Mix Plant: Mixing shall consist of 70-100 Revolutions @ 5-16 RPM. After initial mixing, agitate mix at 2-5 RPM for the approximate time anticipated between batching at the plant and deposit of the concrete in the forms.
- 3.) Slump and Air: If the air content after aging is 6.0%±1.5% and provides the required workability for paving, the contractor will make cylinders for testing at 3, 7, 14 and 28 days. If the slump is below that required for placement, the contractor may add additional water to increase the slump as necessary up to the maximum water/cement ratio (or water/cementitous material) ratio listed herein. Additional mixing of at least 40 Revolutions will be required with each addition of water. Cylinders and/or beams will be made for testing at 3, 7, 14 and 28 days when the slump is obtained, at 6.0% ±1.5% air content. The water/cement ratio (or water/cementitious material) ratio cannot exceed 0.44 based on actual batch weights when 501-3.6(A) proportions is specified, and 0.42 when 501-3.6(B) proportions is specified.

^{4.)} The Proportioning Technician shall complete Form AER M-7, Plastic Concrete Air, Slump and Quantity and Form AER M-6, Concrete Moisture Determination

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

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

IV. QUALITY CONTROL

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

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

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

A. Duties of the Proportioning Technician:

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

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

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

V. ACCEPTANCE TESTING

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

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

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

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

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

POLICY MEMORANDUM

January 1, 2004 Springfield Number 96-1

TO: CONSULTING ENGINEERS

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

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

II. PROCESS

- a. The contractor may submit a mix design with recent substantiating test data or he may submit a mix design generated by the Illinois Division of Highways with recent substantiating test data for approval consideration. The mix design should be submitted to the Resident Engineer.
- b. The Resident Engineer should verify that each component of the proposed mix meets the requirements set forth under Item 610 of the Standard Specifications for Construction of Airports and/or the contract special provisions.
- c. The mix design should also indicate the following information:
 - 1. The name, address, and producer/supplier number for the concrete.
 - 2. The source, producer/supplier number, gradation, quality, and SSD weight for the proposed coarse and fine aggregates.
 - 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 frequently of 1 per 100 c.y. shall be taken for strength, slump, and air. In no case will concrete with a slump greater than 4 inches be allowed for use on the project.
- b. If the total proposed amount of Item 610 Structural Portland Cement Concrete as calculated by the Resident Engineer is less than 50 c.y. for the entire project, the following shall apply:
 - The Resident Engineer shall provide a copy of the calculations of the quantity of Item 610 to the Division of Aeronautics.
 - One set of cylinders or beams, depending the strength specified, shall be cast for acceptance testing.
 - One air content and one slump test shall be taken for acceptance testing.
 - In no case will concrete with a slump greater than 4 inches be allowed for use on the project.
- c. The Resident Engineer shall collect actual batch weight tickets for every batch of Item 610 concrete used for the project. The actual batch weight tickets shall be kept with the project records and shall be available upon request of the Department of Transportation.

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

Supersedes Policy Memorandum 96-1 dated January 1, 2003

APPENDIX 3

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



Storm Water Pollution Prevention Plan Central Illinois Regional Airport Bloomington Narmal

Route _		Marked	
Section	Central Illinois Regional Airport	Project No.	BMI-3797
County	McLean		
	n has been prepared to comply with the provis nental Protection Agency for storm water discharg		DES Permit Number ILR10, issued by the Illinois etion Site Activities.
accordan submitted gathering am aware	nce with a system designed to assure that quadd. Based on my inquiry of the person or persons the information submitted is, to	alified personnel s who manage the the best of my kn	re prepared under my direction or supervision in properly gathered and evaluated the information e system, or those persons directly responsible for owledge and belief, true, accurate and complete. In, including the possibility of fine and imprisonment
	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 Bloomington-Normal Airport Authority, City of Bloomington, and the Illinois Department of Transportation – Division of Aeronautics propose to construct of new Airport Rescue and Fire Fighting (ARFF) Facility with associated site improvements which include ARFF building, building furnishings, airside/landside aprons and driveways, major incident access/service road, airside vehicle parking, landside employee and visitor parking, site lighting and signage, site extension of utilities including sanitary, electric, natural gas, telephone, communication and water, site storm water drainage system, site security fencing, gate and access control, landscaping, and pavement marking.

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:

Sitework and grading for the new ARFF building, constructing underground facilities for utilities, new concrete pavement, installing new drainage structures, and new perimeter fencing. All disturbed areas will be turfed at the completion of the project.

C.	The total area of the construction site is estimated to	<u>±12</u>	acres.		
	The total area of the site that it is estimated will be dis	turbed by ex	cavation, grading or other	±7	
	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 calendar days.
 - (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 and inlet protection will serve to intercept the waterborne silts and prevent it from entering the storm drain 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. Excelsior blanket will be placed in problem locations as needed. Sod will be placed along the airfield pavements to dissipate runoff velocity and stabilize shoulders. See plan sheets.
- <u>Excelsior Blanket</u> A preformed protective blanket of straw or other plant residue, or
 plastic fibers formed into a mat, usually with a plastic mesh on one or both sides. The
 purposes of this practice are to protect the soil surface from raindrop impacts and
 overland flow during the establishment of grass or other vegetation, and to reduce soil
 moisture loss due to evaporation.
- <u>Mulching</u> 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.
- <u>Sodding</u> Stabilization of fine-grained disturbed areas by laying a continuous cover of grass sod. The purposes of this practice are to prevent erosion and damage from sediment by stabilizing the soil surface and to improve the visual quality and utility of the area quickly.
- <u>Temporary Seeding</u> 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):

IF APPLICABLE:

- <u>Inlet Protection</u> 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.
- <u>Silt Fence</u> 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.
- (iii) Prevent offsite tracking of sediments and generation of dust. Stabilized construction entrances or vehicle washing racks should be installed at locations where vehicles leave the site. Where dust may be a problem, implement dust control measures such as irrigation.

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.

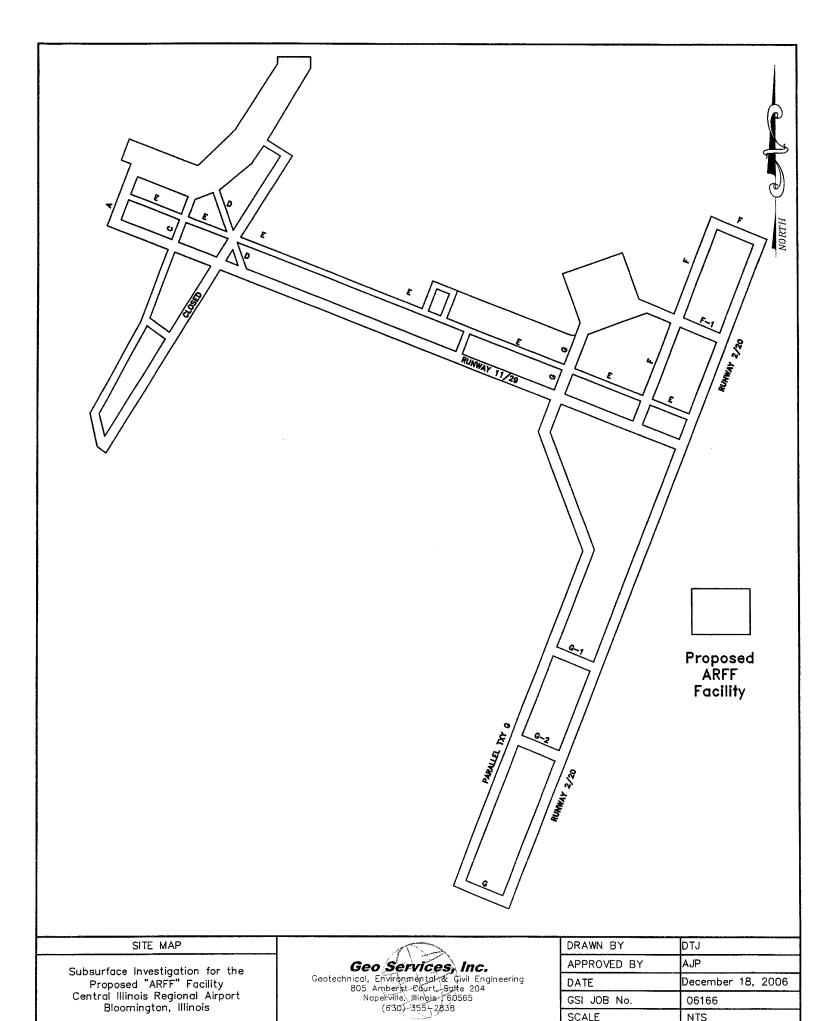


Contractor Certification Statement

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 I	nformation:		
Route _		Marked	
Section	Central Illinois Regional Airport	Project No.	BMI-3797
County	McLean		
NPDES	under penalty of law that I understand the terms of permit (ILR 10) that authorizes the storm water tified as part of this certification.	of the general National discharges associated	Pollutant Discharge Elimination System with industrial activity from the construction
	Signature		Date
	Title	***************************************	
	Name of Firm		
	Street Address	-	
City	State		
Zip Co	de		
	Telephone Number	<u> </u>	

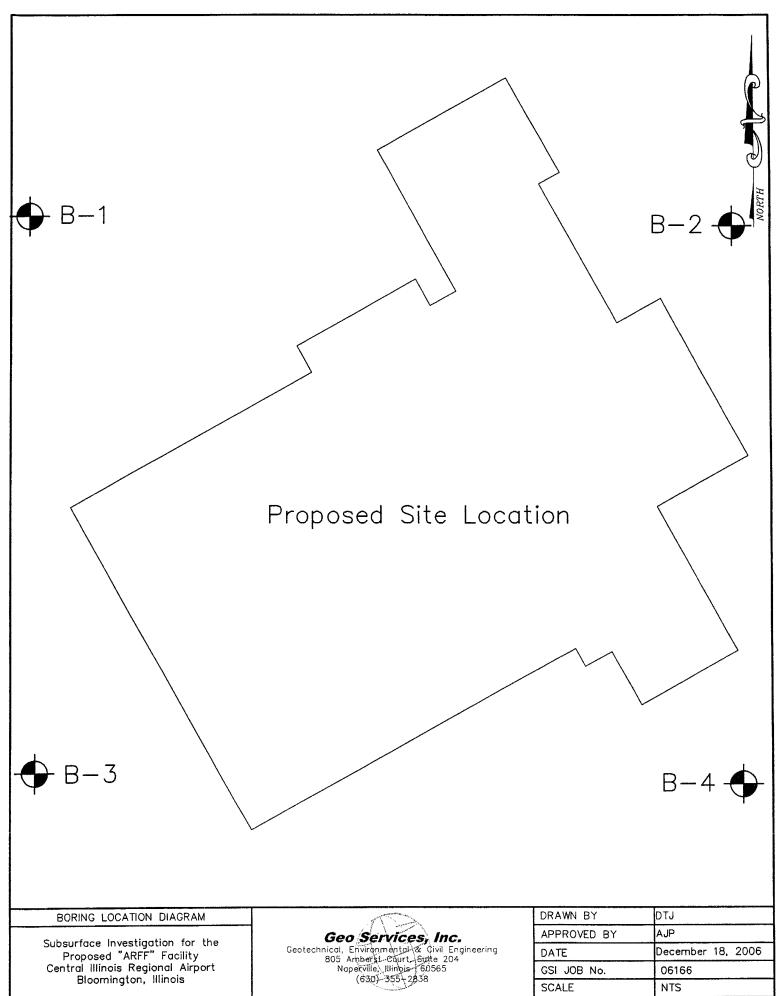
APPENDIX 4
Geotechnical Information
6 Pages



SCALE

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