

RETURN WITH BID

LETTING DATE June 17, 2005

ITEM NUMBER 2A

Proposal Submitted By

Name

Address

City/State

Zip Code

Telephone Number

FEIN Number

FAX Number

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

PROPOSAL COVER SHEET



Illinois Department of Transportation
DIVISION OF AERONAUTICS

AIRPORT Greater Rockford

MUNICIPAL DESIGNATION Rockford

COUNTY DESIGNATION Winnebago

ILLINOIS PROJECT NO. RFD-2820

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.

INSTRUCTIONS

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



PROPOSAL

1. Proposal of _____

for the improvement officially known as:

(a) Greater Rockford Airport

(b) The proposed improvement shown in detail on the plans issued by the Department schedule and detail sheets included herein, includes, in general, the following described work:

Rehabilitate North Terminal Auto Parking; Expand West Terminal Auto Parking

TO THE DEPARTMENT OF TRANSPORTATION

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

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

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 61 calendar days, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division’s Standard Specifications for Construction of Airports.

Schedule of Deductions for Each Day of Overrun in Contract Time

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

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

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4. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, supplemental and applicable recurring special provisions, form of contract and contract bonds, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

5. **EXECUTION OF CONTRACT AND CONTRACT BONDS.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bonds satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract and guaranteeing payment in full all bills and accounts for materials and labor used in the construction of the work.

6. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

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(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 No.	Sections Included in Combination	Combination Bid	
		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.

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
WINNEBAGO	201	02	GREATER ROCKFORD	-	RF-D -2820

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
AR106511	TYPE A AREA LIGHT POLE W/1 FIXTURE	EACH	5.000				
AR106513	TYPE A AREA LGT POLE W/3 FIXTURES	EACH	6.000				
AR106514	TYPE A AREA LGT POLE W/4 FIXTURES	EACH	8.000				
AR106905	REMOVE LIGHT POLE & FIXTURE	EACH	15.000				
AR108084	1/C #4 XLP-USE	L.F.	6,660.000				
AR108758	1/C #8 GROUND	L.F.	2,170.000				
AR109620	LIGHTING CONTROL SYSTEM	L.S.	1.000				
AR110212	2" STEEL DUCT, DIRECT BURY	L.F.	1,995.000				
AR110214	4" STEEL DUCT, DIRECT BURY	L.F.	90.000				
AR110610	ELECTRICAL HANDHOLE	EACH	6.000				
AR151420	CLEARING TREES 0-2.5' BUTT. DIA.	EACH	8.000				
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	1,840.000				
AR152540	SOIL STABILIZATION FABRIC	S.Y.	18,200.000				
AR162408	CLASS E FENCE, VINYL-8'	L.F.	1,220.000				
AR162620	CLASS E GATE-20'	EACH	3.000				

GREATER ROCKFORD
WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - R0010

ECMS081 DTGECM03 ECMR003 PAGE 2
RUN DATE - 05/31/05
RUN TIME - 144230

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
AR163910	FENCE REMOVAL, WOOD	LF	1,115.000	=		
AR208515	POROUS GRANULAR EMBANKMENT	C.Y.	2,625.000	=		
AR209608	CRUSHED AGG. BASE COURSE - 8"	S.Y.	18,200.000	=		
AR401610	BITUMINOUS SURFACE COURSE	TON	4,495.000	=		
AR401630	BITUMINOUS SURFACE TEST SECTION	EACH	2.000	=		
AR501604	4" PCC SIDEWALK	S.F.	1,470.000	=		
AR602510	BITUMINOUS PRIME COAT	GAL.	5,690.000	=		
AR603510	BITUMINOUS TACK COAT	GAL.	1,423.000	=		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	4,230.000	=		
AR701518	18" RCP, CLASS IV	L.F.	690.000	=		
AR751560	MANHOLE 6'	EACH	8.000	=		
AR751927	REPLACE FRAME & GRATE	EACH	2.000	=		
AR754410	COMB CONCRETE CURB & GUTTER	L.F.	2,325.000	=		
AR754904	REMOVE COMB CURB & GUTTER	L.F.	60.000	=		
AR800859	CROSSWALK LIGHTING SYSTEM	L.S.	1.000	=		

GREATER ROCKFORD
WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - R0010

ECMS081 DTGECM03 ECMR003 PAGE 3
RUN DATE - 05/31/05
RUN TIME - 144230

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR800860	WALKWAY LIGHTING	L.S.	1.000	=	=	=	=
AR800861	BIT. PAVEMENT PULVERIZATION	S.Y.	15,470.000	=	=	=	=
AR800868	SOIL GUARD	S.Y.	5,320.000	=	=	=	=
AR901510	SEEDING	ACRE	1.100	=	=	=	=
AR904510	SODDING	S.Y.	416.000	=	=	=	=
AR905520	TOPSOILING (FROM OFF SITE)	C.Y.	200.000	=	=	=	=
TOTAL \$							

NOTE:

1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

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THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

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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.

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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.

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C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

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

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

RETURN WITH BID

F. Drug Free Workplace

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor’s workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor’s policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

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

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

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

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. Section 42 of the Environmental Protection Act

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

J. Apprenticeship and Training Certification

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

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

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IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

APPLICABLE STATEMENT

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

Completed by:

Name of Authorized Representative (type or print)

Completed by:

Title of Authorized Representative (type or print)

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

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PART II. WORKFORCE PROJECTION - continued

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

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

<p>Signature: _____ Title: _____ Date: _____</p>
--

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

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

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

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

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

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

A. NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

B. NON-APPROPRIATION CLAUSE

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

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

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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 17, 2005. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

Rehabilitate North Terminal Auto Parking; Expand West Terminal Auto Parking

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
- 5. PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the Greater Rockford Airport administration building. For engineering information, contact Jeff Plapp of Crawford, Murphy and Tilly, Inc. at (815) 963-9375 Ext. 17.
- 6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 9.0%.
- 7. SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated May 13, 2005 and the Construction Plans dated May 13, 2005 as approved by the Department of Transportation, Division of Aeronautics.

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- 8. MINIMUM WAGE RATES.** The Contractor will be required to pay the Minimum Wages in accordance with the included Schedule of Minimum Wage Rates.
- 9. RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.
- 10. TERMINATION OF CONTRACT.**
1. The Sponsor may, be written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
 3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
 5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 11. VETERAN'S PREFERENCE.** The Contractor shall comply with the Veterans Preference Act (330 ILCS 55/0.01 et seq.).

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12. BIDDING REQUIREMENTS AND BASIS OF AWARD. When alternates are included in the proposal, the following shall apply:

a. Additive Alternates

- (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

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

b. Optional Alternates

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

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

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

The contract time for this contract is 61 calendar days and is based on anticipated notice-to-proceed date of August 1, 2005.

14. INDEPENDENT WEIGHT CHECKS. The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.

15. GOOD FAITH COMPLIANCE. The Illinois Department of Transportation has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language etc. is later required, the bidder/contractor shall cooperate fully with the Department to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Department shall reimburse the contractor for such costs as it may find to be reasonable.

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PROPOSAL SIGNATURE SHEET

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

Firm Name _____

(IF AN INDIVIDUAL)

Signature of Owner _____

Business Address _____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP)

Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____

By _____

Corporate Seal

Attest _____

President

(IF A CORPORATION)

Business Address _____

Corporate Secretary

Name of Corporate Officers:

President Corporate Secretary Treasurer

NOTARY CERTIFICATION

STATE OF ILLINOIS,

ALL SIGNATURES MUST BE NOTARIZED

COUNTY OF _____

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

AND _____

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

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

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

My commission expires _____ (Seal)

Notary Public



Return with Bid

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

Item No. 2A
Letting Date: June 17, 2005

Airport: Greater Rockford Airport
Ill. Proj. No. RFD-2820
Fed. Proj. No. N/A

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

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

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

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

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

their respective officers this _____ day of _____ A.D., 20 ____.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: _____ (Signature & Title)

By: _____ (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

State of Illinois)
) ss:
County of _____)

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

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

Given under my hand and notary seal this _____ day of _____ A.D., 20 ____

My commission expires _____ (Notary Public)

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

Electronic Bid Bond ID# _____ Company/Bidder Name _____ Signature and Title _____ Form D.E. (Rev. 12-2001)



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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



Illinois Department of Transportation

PAYROLLS

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

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

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
Division of Aeronautics

REQUIRED PROVISIONS - STATE CONTRACTS

Effective April 1, 1965
Revised January 2, 1973

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

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SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

1-02 PREQUALIFICATION OF BIDDERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

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

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

SECTION 2

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

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

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

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

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

APPENDIX B

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

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

Revised 08-31-83

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

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APPENDIX B (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

DISADVANTAGED BUSINESS POLICY

I. NOTICE

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

II. POLICY

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

III. OBLIGATION

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

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

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

V. BREACH OF CONTRACT

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

(Rev. 9/21/92)

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- I. FEDERAL OBLIGATION: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.
- II. CONTRACTOR ASSURANCE: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:
- The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- III. OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.77% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.
- IV. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 9.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
- A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

D. The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

VII. CALCULATING DBE PARTICIPATION: The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

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

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

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

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

E. DBE as a material supplier:

1. 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
2. 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

VIII. GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 7. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- B. If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will

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

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

IX. CONTRACT COMPLIANCE: Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- A. No amendment to the Utilization Plan may be made without prior written approval from the Division of Aeronautics. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415. Telephone number (217) 785-8514. Telefax number (217) 785-4533.
- B. All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Division of Aeronautics of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Division and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Division will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

- D. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

WORKERS' COMPENSATION INSURANCE

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

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

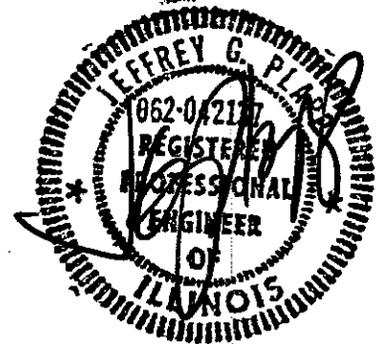
SPECIAL PROVISION FOR DOMESTIC SOURCE FOR STEEL

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

2A

R0010

Illinois Professional Engineering Act of 1989



SECTION III

SPECIAL PROVISIONS

FOR

Jeffery G. Plapp
May 13, 2005
license expires 11/30/2005

**REHABILITATE N. TERMINAL AUTO PARKING
EXPAND W. TERMINAL AUTO PARKING**

ILLINOIS PROJECT: RFD-2820

AT

GREATER ROCKFORD AIRPORT
ROCKFORD, ILLINOIS

FINAL SUBMITTAL

May 13, 2005

Prepared by:

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
2 Airport Circle Drive; Suite 201
Rockford, Illinois 61109
<http://www.cmtengr.com>

05258-04-00

RECURRING SPECIAL PROVISIONS

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

**Check
Sheet**

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GENERAL

These Special Provisions, together with applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation, Division of Aeronautics for the construction of the subject project at the Greater Rockford Airport, Rockford, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The "Standard Specifications for Construction of Airports", dated January 1985, State of Illinois Department of Transportation, Division of Aeronautics, and the "Supplemental Specifications and Recurring Special Provisions", dated January 1, 2003, State of Illinois Department of Transportation, Division of Aeronautics, indicated on the Check Sheet included herein shall govern the project except as otherwise noted in these Special Provisions. In cases of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. As noted within the Special Provisions the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2002 shall apply. City of Rockford Water Division Specifications - Revised, dated April 2, 1996 shall also apply to this improvement where appropriate. Style, type and grade of all materials used for construction shall be approved by the City of Rockford Public Works Department, City of Rockford Water Division prior to bidding, ordering or placing any materials.

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DIVISION I - GENERAL PROVISIONS

10-05 ADVERTISEMENT

ADD: Advertisement for bids will be issued by, and in conformance with, the policies of the Illinois Division of Aeronautics.

10-23 ENGINEER

DELETE: Paragraph (b).

20-05 MAINTENANCE OF TRAFFIC

ADD:

The Contractor shall be responsible for cleaning and maintaining all haul roads and use a pick-up type sweeper on all pavements and adjacent roadways utilized in hauling operations when material is tracked onto said pavement. The Contractor shall have a sweeper on site and maintain all pavements clear of dirt and debris at all times or as requested by the Resident Engineer.

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

20-09 AIRPORT OPERATIONS DURING CONSTRUCTION

a. Construction Activity and Aircraft Movements

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

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

b. Limitations On Construction

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

c. Debris

Waste and loose material capable of causing damage to aircraft landing gears, propellers, or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall

be removed continuously during the work project. The Contractor shall provide garbage cans in employee parking areas and storage areas for debris.

30-05 COOPERATION BETWEEN CONTRACTORS

ADD:

A weekly meeting shall be scheduled during construction to discuss work areas, scheduling, etc. The superintendent for the project, the subcontractor's foremen, and the resident engineer are required to attend this meeting. The Airport and the Division may attend the meeting as necessary.

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 weekly for the scheduled progress meetings. Failure to provide updated progress schedules will result in proactive liquidated damages withheld from future pay estimates.

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

30-18 PLANS AND WORK DRAWINGS

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

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

PROJECT LOCATION: Greater Rockford Airport
PROJECT TITLE: TERMINAL AUTO PARKING (PHASE 3)
PROJECT NUMBERS: Illinois Project: RFD-2820
CONTRACT ITEM: (i.e. AR152540)
SUBMITTED BY: (Contractor/Subcontractor Name)
DATE: (Date Submitted)

40-10 REQUIRED CONTRACTOR TESTING

ADD:

The Contractor shall be required to provide all material testing and associated certification of materials as outlined in Section 611 of these Special Provisions and in accordance with the Section 400.02 of the latest edition of the Illinois Department of Transportation, Division of Aeronautics "Manual for Documentation of Airport Materials", or as specified herein. Note any reference to testing and/or documentation being the responsibility of the Resident Engineer, Professional Engineer or Consultant shall be changed to the Contractor.

40-11 CERTIFICATION OF MATERIALS

ADD:

The contractor shall certify all materials incorporated into the contract. It shall be the sole responsibility of the Contractor to ensure the submittal of adequate and accurate documentation prior to the delivery of the materials.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Division 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. Although the MANUAL OF DOCUMENTATION OF AIRPORT MATERIALS defines the Resident Engineer's/Contractor's responsibilities

(Sections 300/400), the Contractor shall have the sole responsibility to provide the Resident Engineer with appropriate documentation to satisfy the contract material certification requirements prior to the delivery of materials.

PROJECT LOCATION: Greater Rockford Airport
PROJECT TITLE: TERMINAL AUTO PARKING (PHASE 3)
PROJECT NUMBERS: Illinois Project: RFD-2820
CONTRACT ITEM: (i.e. AR152540)
SUBMITTED BY: (Contractor/Subcontractor Name)
DATE: (Date Submitted)

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

ADD:

Special care shall be taken on all operations to avoid damage to all underground facilities on the construction site. The approximate location of existing facilities shown on drawings will be made available to the Contractor upon request of the Resident Engineer to the extent that they are available. Any facilities which are damaged during construction and which require replacement shall be done by the Contractor at no additional cost to the Owner. Should the Contractor fail to respond to notification received from the Resident Engineer or his authorized representative to repair or replace damaged facilities within two hours, the Resident Engineer shall execute such work as may be deemed necessary to repair the damage, and the cost thereof shall be deducted from the compensation due or which may become due the Contractor under the contract.

It shall be the Contractor's responsibility to locate and protect all FAA owned facilities within the construction limits. **The contractor shall coordinate with the FAA personnel listed in the table below prior to locating any FAA owned facilities.**

It shall be the Contractor's responsibility to locate and protect all Airport and FAA owned facilities within the construction limits. This includes all airfield lighting cables, communication cables, storm sewer, drain tile, sanitary sewer, and water main. **The contractor shall coordinate with Airport and FAA personnel prior to locating any Airport owned facilities.**

The Contractor shall contact the following for information on utility location:

<u>Utility Service or Facility</u>	<u>Person to Contact</u>	<u>Contact Phone</u>
<u>FAA Control & Communications Cable</u>	<u>Steve Kindell</u> <u>5701 Falcon Road</u> <u>Rockford, Illinois 61109</u>	1-815-484-5300
<u>City of Rockford</u>	<u>Water Division</u>	1-815-984-5700
<u>Rock River Water Reclamation District</u>	<u>Sewer Division</u>	1-815-397-9605

Water Lines

JULIE

1-800-892-0123

Electric Cables

JULIE

1-800-892-0123

Telephone Cables

JULIE

1-800-892-0123

Gas Lines

JULIE

1-800-892-0123

60-02 PROGRESS SCHEDULE

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 weekly for the scheduled progress meetings. Failure to provide updated progress schedules will result in proactive liquidated damages withheld from future pay estimates.

60-03 NOTICE TO PROCEED

ADD:

The Notice to Proceed will not be given until all materials are certified by the Contractor to be available and on hand.

60-05 LIMITATION OF OPERATIONS

The Contractor shall not have access to any part of the active airfield (runways or taxiways) for any equipment or personnel without approval of the Deputy Director of Operations and Maintenance. All operations shall conform to the approved phasing plan and general notes.

60-07 TEMPORARY SUSPENSION OF THE WORK

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

60-14 CONTRACTOR'S ACCESS TO AIRFIELD

The Contractor shall not have access to any part of the active airfield pavements (runways, aprons, or taxiways) for any equipment or personnel without the approval of the Airport. All access to active runway and taxiway pavements shall be coordinated with the Air Traffic Control Tower (ATCT). ***Access to the referenced pavements without ATCT approval may result in a determination of an airfield incursion with associated fines.***

Unattended construction access and unauthorized access to the airfield shall be fined in accordance with the fines noted in the plans in the construction phasing notes. Gate guards shall have mobile telephone communications at all times, and shall be required to provide a daily visitor log to the airport at the weekly coordination meetings.

Gates used for Contractor access shall be padlocked using airport supplied locks. All padlocks and keys shall be issued by the airport after a \$50.00 deposit is made. Two (2) keys will be issued initially, with additional keys provided at \$3.00 / Each. Lost keys will result in fine of \$85.00, with additional costs to provide a new lock and keys.

70-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

DELETE: Entire Section.

ADD:

Article 109.04 Payment for Extra Work from the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, Adopted January 1, 2002.

DIVISION II PAVING CONSTRUCTION DETAILS

ITEM AR15100 – CLEARING AND GRUBBING

DESCRIPTION

151-1.1

ADD:

Specifically, this item shall consist of clearing and grubbing of items shown in the plans.

CONSTRUCTION METHODS

151-2.1 GENERAL

DELETE: These Sections.

ADD:

Burning of the vegetative material at the site shall not be allowed. The Contractor shall remove all waste material generated by the clearing and grubbing process from the site and dispose of off of airport property.

151-2.2 CLEARING

DELETE: Last sentence of first paragraph and third paragraph

151-2.3 CLEARING AND GRUBBING

DELETE: First and second paragraphs

ADD:

In area shown in the plans or as designated by the Engineer to be cleared and grubbed, all stumps, roots, buried logs, brush, and other unsatisfactory vegetative materials shall be removed.

METHOD OF MEASUREMENT

151-3.1

DELETE: First paragraph

BASIS OF PAYMENT

151-4.1,4.2,4.3

DELETE: These Sections

ADD:

Payment shall be made at the contract unit price for clearing isolated trees and removal of stumps.

This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to satisfactorily complete the item.

Payments will be made under:

ITEM AR151420 CLEARING TREES 0 – 2.5' BUTT DIA. - PER EACH

ITEM AR15200 - EXCAVATION AND EMBANKMENT

152-1.1

ADD:

All suitable material taken from excavation shall be used in formation of embankment, subgrade, and for backfilling as indicated on the plans or as directed by the Engineer. When the volume of the excavated material exceeds that required to construct the embankment to the grades indicated, the excess shall be disposed of off the Airport property.

When the volume of the topsoil stripping exceeds that required to construct the shoulders to the grades indicated, the excess shall be disposed of off the Airport property. When the volume of excavation is not sufficient for construction the fill to the grades indicated, the deficiency shall be supplied from offsite borrow sources or other authorized areas as directed by the Engineer.

152-1.2 CLASSIFICATION

DELETE: Entire section

ADD:

All topsoil material excavated shall be classified as "UNCLASSIFIED EXCAVATION."

All selected material identified by the Resident Engineer to be balanced at the proposed embankment areas shall be classified as "Unclassified Excavation".

"UNCLASSIFIED EXCAVATION" shall include all excavation performed under this item regardless of the material encountered.

CONSTRUCTION METHODS

152-2.2 EXCAVATION

ADD:

Excavation and embankment shall be compacted to a density of not less than the percentage of the maximum density, at optimum moisture, shown in Table 1 as determined by the compaction control tests cited in Division VII for ASTM 698 (Standard Proctor) for aircraft weights of less than 60,000 pounds.

152-2.10 HAUL

ADD:

No extra claim for haul will be allowed the Contractor for any fill or excavated material to be hauled offsite.

152-2.14 DUST CONTROL WATERING

ADD:

This work shall consist exclusively of the control resulting from construction operations and is not intended for use in the compaction of earth embankment.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied as directed by the

Engineer, in a manner meeting his approval.

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

METHOD OF MEASUREMENT

152-3.2, 3.3

DELETE: These sections.

152-3.4

ADD:

Dust control watering will not be measured for payment, but shall be considered incidental to the contract items for earthwork.

BASIS OF PAYMENT

152-4.1

DELETE: These Sections.

ADD:

Payment for "UNCLASSIFIED EXCAVATION" shall also include removal of unsuitable materials, if any, at the discretion of the Engineer.

Payment will be made at the contract unit price per cubic yard measured in initial position for "UNCLASSIFIED EXCAVATION". This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to satisfactorily complete the items.

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

152-4.2, 4.3, 4.4

Payment will be made under:

ITEM AR152410 UNCLASSIFIED EXCAVATION - PER CUBIC YARD.

ITEM AR156000 – EROSION CONTROL

CHECKSHEET #8

BASIS OF PAYMENT

156-5.1

ADD:

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

Payment for erosion control measures shown on the plans and as required by the Resident Engineer shall be incidental to the project.

ITEM AR156540 – STABILIZATION FABRIC
CHECKSHEET #7

BASIS OF PAYMENT

156-5.1

ADD:

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

Payment will be made under:

ITEM AR156540 STABILIZATION FABRIC - PER SQUARE YARD.

ITEM 208515 - POROUS GRANULAR EMBANKMENT

DESCRIPTION

208-1.1

This work shall consist of furnishing and placing porous granular embankment as the field conditions warrant at the time of construction as directed by the Resident Engineer. This material is intended to repair soft subgrade as directed by the Resident Engineer. Excavation of the soft subgrade shall be paid for at the contract unit price for UNCLASSIFIED EXCAVATION.

MATERIALS

208-2.1

DELETE: Entire section.

ADD:

(a) Description. The Coarse Aggregate shall be pit run gravel, gravel, crushed gravel, crushed stone or crushed concrete. The natural and manufactured materials are defined as follows:

Gravel. Gravel shall be the coarse granular material resulting from the reduction of rock by the action of the elements and having subangular to rounded surfaces. It may be partially crushed.

Crushed Gravel. Crushed gravel shall be the product resulting from crushing by mechanical means, and shall consist entirely of particles obtained by crushing gravel, all of which before crushing will be retained on a screen with openings equal to or larger than the maximum nominal size of the resulting crushed material. If approved by the Engineer, final product gradations may be obtained by screening or blending various sizes of crushed gravel material.

Pit or Bank Run Gravel. Pit or bank run gravel shall be a mixture of sand, gravel, silt and clay occurring naturally in a deposit, which is of such quality that it may be used with only minor processing.

Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing by mechanical means the following types of rocks quarried from undisturbed consolidated deposits: granite and similar phanerocrystalline igneous rocks, limestone, dolomite, sandstone, or massive metamorphic quartzite, or similar rocks.

Crushed Gravel. Crushed gravel shall be the product resulting from crushing by mechanical means, and shall consist entirely of particles obtained by crushing gravel, all of which before crushing will be retained on a one inch screen. If approved by the Engineer, final product gradations may be obtained by screening or blending various sizes of crushed gravel material.

Partially Crushed Gravel. Partially crushed gravel shall consist of crushed gravel mixed or blended with sand or other similar binding or filler materials produced from approved materials of the same source.

If approved by the Engineer, partially crushed gravel may be produced by blending of aggregates from more than one source, provided the method of blending results in a uniform product. The components of this blend need not be of the same kind of material. The source of material shall not be changed during the progress of the work without written permission from the Engineer. Where natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.

Crushed Slag. Crushed slag shall be the graded product resulting from the processing of air cooled blast furnace slag. Air cooled blast furnace slag shall be the nonmetallic product, consisting essentially of silicates and aluminosilicates of lime and other bases, which is developed in a molten condition simultaneously with iron in a blast furnace. It shall be air cooled and shall have a compact weight (ASTM C29) of not less than 70 lb/cu. ft. (1100 kg/m³).

Crushed Concrete. Crushed concrete shall be the angular fragments resulting from crushing portland cement concrete by mechanical means. The acceptance and use of crushed concrete shall be according to the latest Bureau of Materials and Physical Research policy memorandum. Evidence of this acceptance must be provided to the Resident Engineer.

The crushed coarse aggregate shall also conform to the following quality requirements:

QUALITY TEST (IDOT "D" Quality)	PERCENT
Na ₂ SO ₄ Soundness, 5 Cycle ASTM C 88 Max. % Loss	25
Los Angles Abrasion ASTM C 131 Max. % Loss	45

The aggregate shall be free from vegetation, lumps, or excessive amounts of clay and other objectionable substances.

All material passing the No. 4 mesh (4.75 mm) sieve produced in the crushing operation of either stone, slag, or gravel shall be incorporated in the base material to the extent permitted by the gradation requirements.

208.2-2

DELETE: Entire section.

208.2-3

DELETE: Entire section.

The material shall be free from vegetable matter, lumps or clay, and other objectionable or foreign substance.

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

ADD: Gradation for Porous Granular Embankment shall be as follows:

(a) Crushed Stone and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*6"	90±10
2"	40±25
#200	0±10

(b) Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*4"	90±10
2"	60±25
#4	40±25
#200	5±5

*For fills greater than 18", sieve size may be 6".

CONSTRUCTION REQUIREMENTS

208-3.3 PREPARING UNDERLYING COURSE

DELETE: Entire section.

208-3.4 METHODS OF PRODUCTION

DELETE: Entire section.

208-3.5 METHODS OF SPREADING

DELETE: Entire section.

ADD: Paragraph (D)

The porous granular embankment shall be placed in lifts no greater than two (2) feet thick or as directed by the Resident Engineer. Rolling the top of this replacement material with a vibratory roller meeting the requirements of the Section of the Standard Specification should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

208-3.6 FINISHING AND COMPACTING

DELETE: Fifth sentence, first paragraph.

ADD:

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

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

Capping aggregate will not be required when embankment meeting the requirements of Section 209 of the Standard Specifications or granular subbase is placed on top of the porous granular embankment.

METHOD OF MEASUREMENT

208-4.2

ADD:

The quantity of Porous Granular Embankment shall be measured by the method of average end areas to determine the volume in cubic yards of material placed to the lines and grades shown on the plans.

BASIS OF PAYMENT

208-5.1

DELETE: Entire section.

ADD:

This work shall be paid for at the contract unit price per cubic yard for porous granular embankment, which price shall be full compensation for furnishing, spreading, compacting, and all incidentals related to equipment, labor and tools necessary to complete this work.

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

Payment will be made under:

ITEM AR208515 POROUS GRANULAR EMBANKMENT - PER CUBIC YARD.

ITEM AR20900 - CRUSHED AGGREGATE BASE COURSE

MATERIALS

209-2.3 GRADATION

DELETE: Gradation "C" in Table 1.

CONSTRUCTION METHODS

209-3.6 FINISHING AND COMPACTING

DELETE: The Fifth sentence of the first paragraph.

ADD:

The base material shall be compacted to not less than 98% of maximum density at optimum as determined by the compaction control test specified in Division VII for aircraft with gross weights of less than 60,000 lbs (Standard Proctor ASTM D698).

METHOD OF MEASUREMENT

209-4.1

DELETE: This section

BASIS OF PAYMENT

209-5.1

DELETE: This section.

ADD:

Payment shall be made at the contract unit price per square yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials and for all preparation, hauling, placing and compacting of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

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

Payment will be made under:

ITEM AR209608 CRUSHED AGG. BASE COURSE - 8" - PER SQUARE YARD.

ITEM 401 - BITUMINOUS SURFACE COURSE – Method II

(Central Plant Hot Mix)

CHECK SHEET #18

DESCRIPTION

401-1.1

ADD:

This item shall consist of bituminous surface course as shown in the plans or as directed by the Engineer.

401-3.2 JOB MIX FORMULA (JMF)

REVISE: Table 2 to read as follows:

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

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

Payment will be made under:

ITEM AR401610 BITUMINOUS SURFACE COURSE - PER TON.

ITEM AR401630 BITUMINOUS SURFACE TEST SECTION - PER EACH.

ITEM AR501604 – 4" PCC SIDEWALK

DESCRIPTION

501-1.1 Revise to read as follows.

ADD:

This item shall conform to IDOT Standard Specifications Section 424 and Highway Standard 424001 and shall consist of portland cement concrete sidewalk constructed in accordance with these specifications at the specified locations in conformance with the details dimensions, lines, and grades as shown on the plans or as required by the Engineer.

MATERIALS

501-2.11 GRANULAR BEDDING

ADD:

A 4" granular bedding course shall be constructed and mechanically compacted under all proposed sidewalk. Granular Bedding shall be IDOT CA-6 in accordance with Item 208.

BASIS OF PAYMENT

501-5.1-5.3 Delete entire sections.

ADD:

Payment will be made at the contract unit price per square foot for 4" PCC SIDEWALK completed and accepted in accordance with the plans and specifications.

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

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

Payment will be made under:

ITEM AR501604 4" PCC SIDEWALK - PER SQUARE FOOT

ITEM AR602000 BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1

ADD:

This item shall consist of the application of a prime coat on the aggregate base prior to construction of the bituminous pavements as shown in the plans.

BASIS OF PAYMENT

602-5.1

ADD:

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

Payment will be made under:

ITEM AR602510 BITUMINOUS PRIME COAT - PER GALLON.

ITEM 603 - BITUMINOUS TACK COAT

DESCRIPTION

603-1.1

Insert the following as the second paragraph:

The proposed bituminous surface course shall be placed on an existing bituminous surface course base. The existing bituminous surface course base shall have a tack coat of bituminous material applied in accordance with the requirements of this Special Provision. A tack coat shall be applied between bituminous pavement lifts. All vertical faces shall receive an application of tack coat.

BASIS OF PAYMENT

603-5.1

ADD:

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

Payment will be made under:

ITEM AR603510 BITUMINOUS TACK COAT - PER GALLON.

ITEM AR610000 - STRUCTURAL PORTLAND CEMENT CONCRETE

BASIS OF PAYMENT

610-5.1

DELETE: Entire Section.

ADD:

No direct payment will be made for structural Portland cement concrete. The cost of furnishing and installing structural concrete shall be considered incidental to the contract unit prices for the respective pay items utilizing the concrete. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

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

ITEM AR62000 PAVEMENT MARKING

METHOD OF MEASUREMENT

620-4.1

ADD:

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

BASIS OF PAYMENT

620-5.1

ADD:

Payment shall be made at the contract unit price per square foot for pavement marking. This price shall be full compensation for furnishing all materials to apply two coats of the required application rate of material, equipment, tools, and incidentals necessary to complete the item.

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

Payment will be made under:

ITEM AR620520 PAVEMENT MARKING - WATERBORNE – PER SQUARE FOOT.

DIVISION III - FENCING

ITEM AR162000 CHAIN LINK FENCES

162-1.1

ADD:

This item shall include removal of Class E fence and manual dual slide gates as shown in the plans or as directed by the Resident Engineer. Three strand barbed wire shall be installed on all new fence and gates.

All fencing and gates shall match the color of the existing fencing. A color sample shall be submitted to the Owner for written approval prior to ordering.

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

MATERIALS

162-2.1 FABRIC

ADD:

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

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

ADD: to paragraph (c)

The slide gates and assemblies shall be Tymetal Heavy Duty Fortress Cantilever slide gates or approved equal.

ADD:

The Line Posts, Terminal Posts, Gate Posts, Top Rail, Post Braces and Post Tops shall be vinyl clad to match the fabric.

162-2.4 WIRE TIES AND TENSION WIRE

ADD:

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

BASIS OF PAYMENT

162-5.1

ADD:

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

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary

submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

ITEM AR162408 CLASS E FENCE, VINYL-8' – PER LINEAR FOOT
ITEM AR162620 CLASS E GATE-20' – PER EACH
ITEM AR163910 FENCE REMOVAL, WOOD – PER LINEAR FOOT.

DIVISION IV - DRAINAGE PIPE

ITEM AR701000 - PIPE FOR STORM SEWERS AND CULVERTS

MATERIALS

701-2.1

DELETE: Entire Section.

ADD:

Pipe shall be of the type and diameter indicated and installed at the locations shown on the plans. Pipe for storm sewers shall be concrete storm sewer pipe Class IV reinforced concrete conforming to ASTM C-76 unless otherwise called out in the plans.

CONSTRUCTION METHODS

701-3.13 FARM FIELD TILES

ADD:

All farm field tiles encountered during the construction must be protected, replaced, or connected to the proposed storm sewers and culverts, as directed by the Engineer. Protection, replacement, and connection of farm field tiles will not be measured for payment, but shall be considered incidental to the associated item.

BASIS OF PAYMENT

701-5.1

ADD:

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

Payment will be made under:

ITEM AR701518 18" RCP, CLASS IV - PER LINEAR FOOT.

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

751-3.9 BACKFILLING

REVISE Supplemental Specifications to read as follows:

Backfill material shall be an approved IDOT Division of Highways gradation CA-10 or CA-6 conforming to the material requirements of Item 209.

751-3.10 ADJUSTMENT AND RECONSTRUCTION

All adjustments are to be made with precast concrete rings. All adjusting rings must be mortared together and must be mortared to the casting, as well as to the cone section or flat top of the structure. The maximum height of adjusting rings shall be eighteen (18 inches) including existing rings for any manhole adjustment. The contractor shall be responsible for field checking existing storm sewer, sanitary sewer electrical vault and valve manhole configurations for the necessary adjustments.

BASIS OF PAYMENT

751-5.1

ADD:

The accepted quantities for new manholes, adjusted manholes, new castings and removals will be paid for at the contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, removal, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures may be required to complete the item as shown on the plans.

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

Payment will be made under:

ITEM AR751560 – MANHOLE 6' – PER EACH.

ITEM AR751927 – REPLACE FRAME & GRATE – PER EACH.

ITEM AR754000 - CONCRETE GUTTERS, DITCHES, AND FLUMES

DESCRIPTION

754-1.1

ADD:

This item shall conform to IDOT Standard 606001 and shall consist of portland cement concrete curb and combination curb and gutter constructed in accordance with these specifications at the specified locations in conformance with the details dimensions, lines, and grades as shown on the plans or as required by the Engineer.

BASIS OF PAYMENT

754-5.1

ADD:

Payment will be made at the contract unit price per lineal foot for CONCRETE CURB AND GUTTER, (TYPE M 6.12) completed and accepted in accordance with the plans and specifications.

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

Payment will be made under:

ITEM AR754410 COMB. CONCRETE CURB & GUTTER - PER LINEAR FOOT

ITEM AR754000 - REMOVE COMBINATION CURB AND GUTTER

DESCRIPTION

754-1.1 This item shall consist of the removal of existing portland cement concrete combination curb and gutter and concrete curb as shown on the plans or as directed by the Engineer.

MATERIALS

754-2.1 The type of material to be removed is P.C.C. curb and gutter as shown on the plans. No compensation will be allowed for variance in size of barrier curb and gutter.

CONSTRUCTION METHOD

754-3.1 The existing curb shall be removed in such a manner as to prevent damage to adjacent and nearby facilities. All P.C.C. curb gutter shall be disposed off Airport property. Prior to curb removal, the curb shall be saw cut full depth.

METHOD OF MEASUREMENT

754-4.1 This item shall be measured by the number of lineal feet of curb removed, and properly disposed, as shown on the plans or as directed by the Engineer. The cost of full depth saw cut shall be included in the curb removal cost.

BASIS OF PAYMENT

754-5.1

Delete entire section.
ADD:

Payment shall constitute full compensation for P.C.C. curb and gutter removal, sawcutting and disposal of the removed materials, including all labor, tools, equipment and incidentals necessary to complete this item of work.

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

Payment will be made under:

ITEM AR754904 REMOVE COMB CURB & GUTTER - PER LINEAL FOOT.

DIVISION V - TURFING

ITEM 901 - SEEDING

DESCRIPTION

901-1.1

REVISE: This section to read:
This item shall consist of seeding and fertilizing the proposed grading areas adjacent to the proposed pavements, miscellaneous grading areas and any area disturbed as a result of the Contractor's operations

MATERIALS

901-2.1 SEED

REVISE: This section to read:
The seed mixtures shall be as follows:

SEEDING MIXTURE	
<u>SEEDS</u>	<u>LBS/ACRE</u>
Alta Fescue	120
Perennial Ryegrass	40
Dawson Red Fescue	40
Scaldis Hard Fescue	40
Fults Salt Grass (note 1)	120
TOTAL	360

Note 1: Fults Pucinnellia Distans.

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

METHOD OF MEASUREMENT

901-4.1

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

BASIS OF PAYMENT

901-5.1

ADD:

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

Payment will be made under:

ITEM AR901510 SEEDING - PER ACRE.

ITEM 904 - SODDING

DESCRIPTION

904-1.1

REVISE: This section to read:

This item shall consist of sodding and fertilizing the proposed grading areas within the existing tree blockout areas.

904-5.1

ADD:

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

Payment will be made under:

ITEM AR904510 SODDING - PER SQUARE YARD.

ITEM 905 - TOPSOILING

DESCRIPTION

905-1.1

ADD:

When the unclassified excavation operations do not provide enough suitable topsoil to be placed as called for in the plans, the balance shall be supplied from an offsite source.

METHOD OF MEASUREMENT

905-4.1

ADD:

The yardage of topsoil obtained from onsite excavation operations shall not be measured for payment but will be considered incidental to Unclassified Excavation.

905-4.2

ADD:

The yardage of topsoil obtained off the site to be paid for shall be the number of cubic yards of topsoil measured in its final position.

BASIS OF PAYMENT

905-5.1

ADD:

Payment will be made at the contract unit price per cubic yard for Topsoiling (from off site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

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

Payment will be made under:

ITEM AR905520 TOPSOILING (FROM OFF SITE) – PER CUBIC YARD.

DIVISION VI - LIGHTING INSTALLATION

ITEM – AR106000 ROADWAY LIGHTING

DESCRIPTION

106.1.1

This item shall consist of furnishing and installing parking lot lights, brackets, poles, foundations, internal wiring, and all accessories required, at the locations shown on the plans or as directed by the Engineer.

EQUIPMENT AND MATERIALS

106-2.1 LIGHT FIXTURES

Luminaries shall be 250 watt high pressure sodium and shall operate with 208V, single phase power supply.

The housing shall be constructed of heavy-gauge aluminum with no seams, weld beads or any other visible disturbances on the surface of the housing. All the internal and external hardware shall be stainless steel.

The lens shall be thermal and shock resistant glass and shall be sealed to the frame and secured with four retainer clips. The lens frame shall be piano hinged to the housing.

The reflector system shall be Electro brightened anodized and sealed aluminum. The reflector shall be mounted to a one-piece reflector mask, hinged to the housing for easy access to the ballast compartment.

The ballast shall be tray mounted and rated for -20°F operation.

The fixture shall be treated, primed, baked, covered with a high solids polyester finish and baked again. The final finish shall be dark bronze or as directed by the Engineer.

Luminaries shall be Cat. No. SJ-24-S-HPS-250-DB-LA as manufactured by Quality Lighting or equal.

If Contractor elects to submit a light fixture other than the specified fixture, Contractor shall be required to provide a foot candle plot of entire proposed parking lot to the Project Engineer for review.

106-2.2 LIGHT POLES (TYPE A)

The proposed poles shall be 24' tall square steel poles fabricated from one piece weldable grade carbon steel with uniform wall thickness of .250". The material shall conform to ASTM A-500 grade B with minimum yield strength of 46,000 PSI. The weld shall be full length longitudinal weld. The anchor base shall be structural quality hot rolled carbon steel plate shall be welded to the shaft at top and bottom. The anchor bolts shall be provided by the pole manufacturer and shall be fabricated from commercial quality hot rolled carbon steel bar with minimum yield strength of 50,000 PSI. The top 8" of the anchor bolts shall be galvanized as detailed on the plans. The proposed poles shall be furnished with hand holes located above the base. Each pole shall be furnished with mounting hardware as detailed on the plans and required by the manufacturer. The proposed poles shall be furnished with an inside and outside coating of red oxide / zinc chromate primer. The color shall be dark bronze. The proposed poles shall be model no. SQSS-24-5.0-7-DB-BC-D490-VD as manufactured by Quality Lighting or equal.

All poles supplied shall be certified to be vibration free at all wind loads.

106-2.3 LIGHT POLE FOUNDATIONS

Foundations for Light Pole shall be 24" diameter and extend 10' below finished grade. Reinforcing steel shall be installed as detailed on the plans.

Anchor bolts shall be supplied by the pole manufacturer and shall be installed according to his recommendations. Anchor bolts shall be "L" shaped and shall be minimum 1" diameter, 36" long with 7" "L" unless otherwise recommended by the pole manufacturer.

Foundations shall conform to the applicable sections of Item 610 of the Standard Specifications.

Light pole foundations shall extend 30" above finished grade.

106-2.4 INTERNAL WIRINGS

All fusing shall be accessible through the pole handhole for the light poles. Contractor shall provide the waterproof splices, breakaway fuse holders, fuses and other miscellaneous items necessary for a complete installation. The breakaway fuse holders and fuses shall be manufactured by Bussman or equal. All splicing of wiring from main power wiring to #10 wiring within pole shall be done at concrete handhole at each pole. All fuses and lightning arrestors shall be within the light pole handhole.

106-2.5 GROUND RODS

All light poles shall be furnished with a ground rod as detailed in the plans. The proposed ground rods shall be 3/4" diameter, 10' long copper clad. The top of the rod shall be buried min. 12" below finished grade. All the connections to the ground rod shall be buried min. 12" below finished grade. All the connections to the ground rods shall be one shot exothermic welding as manufactured by Cadweld or equal.

CONSTRUCTION METHODS

106-3.1 POLES AND LUMINARIES

Poles and luminaries shall be assembled and wired on the ground, then lifted and bolted in place plumb. The pole shall be considered plumb when the center of the top is directly over the center of the base. Plumb is to be measured with a transit by the Resident Engineer.

Wiring run from luminaire to pole base shall have a strain relief clamp provided at the entry to the luminaire to prevent the wires from pulling loose from their terminals at the luminaire.

Internal wiring of poles and luminaires including fuses and waterproof splices shall be incidental to this item.

Poles and luminaires shall be set on their foundations such that the luminaires aim in the direction indicated on the plans.

All proposed poles shall be grounded to ground rods. Contractor shall use one shot exothermic weld by Cadweld or equal.

106-3.2 LIGHT POLE FOUNDATIONS

The Contractor shall be responsible for the necessary concreting and formwork to install the foundations as detailed on the plans.

The Contractor is referred to Section 610 of the Standard Specifications, which covers the proper installation of the concrete.

Foundations shall extend for 10' below finished grade or pavement. Foundations shall extend thirty inches (30") above finished grade.

Anchor bolts shall be set according to the bolt circle requirements of the poles supplied. They shall be so arranged that when the pole and luminaire is erected, the luminaire will be properly aimed.

106-3.3 POWER AND CONTROL

The location of power and control materials and work to be performed shall be as indicated in the plans. Electrical cable is covered in Section 108. The Contractor shall furnish and install identifying tags on all wires at the point where they connect to the breaker indicating which lights the wires serve. The Contractor shall stencil an identifying label on the control panel enclosure.

106-3.4 RESTORATION

All areas disturbed by the light fixture installation and storing of dirt and other work shall be restored to its original condition. The restoration shall include any necessary topsoiling, fertilizing, seeding or sodding and shall be performed in accordance with the Standard Turfing Specifications. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance.

METHOD OF MEASUREMENT

106-4.1

The quantity of light poles to be paid for under this item shall be the number of units furnished and installed ready for operation. Each unit shall consist of the fixtures, brackets, fuses, internal wiring, ground rods, light pole foundations and any miscellaneous items and fittings required to make the unit operational.

Each unit shall consist of the ballast, housing, and any other items required for successful operations.

Light pole removal payment shall include the removal and delivery of the pole to the Owner. Payment shall also include foundation removal to two (2) foot below finished grade.

BASIS OF PAYMENT

106-5.1

Payment will be made at the contract unit price for each Type A light pole complete with 4 fixtures, light pole modification, electrical wiring, ground rods and foundation and any other accessories completed by the Contractor and accepted by the Engineer. These prices shall consist of full compensation for furnishing and material, backfilling and compacting trenches, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Light pole removal payment shall include the removal and delivery of the pole to the Owner. Payment shall also include foundation removal to two (2) foot below finished grade.

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

Payment will be made under

ITEM AR106511 – TYPE A AREA LIGHT POLE W/ 1 FIXTURE – PER EACH
ITEM AR106513 – TYPE A AREA LIGHT POLE W/ 3 FIXTURES – PER EACH
ITEM AR106514 – TYPE A AREA LIGHT POLE W/ 4 FIXTURES – PER EACH
ITEM AR106905 – REMOVE LIGHT POLE & FIXTURE – PER EACH

ITEM AR108000 - INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

DESCRIPTION

108-1.1

ADD:

This item of work shall consist of the underground installation of 600V cables in unit duct or conduit at the locations shown in the plans and in accordance with these specifications. A marking tape shall be placed above all cables being installed. In areas where there is a congestion of buried cable, the Contractor will be required to trench the proposed cable into place. When crossing existing utilities or as required by the Resident Engineer, the Contractor shall hand dig the trenches for the proposed cables. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit-duct into place.

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

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

EQUIPMENT AND MATERIALS

108-2.2

ADD:

Lighting Cable, 600V under this item shall be permitted to be:

- 1/C #4 XLP-USE, 600V.
- 1/C #8 GROUND.

108 - 2.4 CABLE CONNECTIONS

Delete: Paragraph b and e.

ADD:

(f) Only L-823 Plug-In-Splice Cable Connector shall be used for airfield lighting circuit connections.

To further reduce the possibility of water (moisture) entrance into the connector between the cable and the field attached connector, heat shrinkable tubing with interior adhesive shall be applied over all cable connections. The heat shrinkable tubing shall cover the entire L-823 connector.

All connections shall be at manholes, handholes or light bases. **No direct burial splicing will be allowed.**

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

In line connections for existing cables to be spliced or those which are cut during construction shall be repaired with the cast splice kit. **The Contractor shall have a minimum of five (5) splice kits on the jobsite at all times for emergency repairs.** Splice markers shall be installed over each splice in cables not to be abandoned.

Cast splice kits shall be as specified in paragraph (a). All field splices shall be covered with a flexible polyolefin heat-shrinkable sleeve.

CONSTRUCTION METHODS

108-3.1 GENERAL

ADD:

All lighting and power circuits are considered critical. It is therefore imperative that the Contractor carefully review the plans showing lighting layouts, the proposed location of cables, and delineate the locations of existing cable through record drawings and in-field investigation.

Cable shall be continuous between lights. Any repairs necessary after backfilling shall be done at the Contractor's expense and shall consist of replacing the entire length of damaged cable.

The locations of existing utilities are approximate. It is the Contractor's responsibility to field investigate the exact location of existing utilities. Any damages to existing utilities as a result of the Contractor's operations shall be repaired immediately at Contractor's expense.

108-3.2 INSTALLATION IN CONDUIT

ADD:

The Contractor shall coordinate the cable trenching, placement and backfilling operations so that the cable will not be damaged by (a) the use of mechanized road building equipment in the area where underground cable is or will be in existence, and (b) stone or other foreign materials falling into the trench or mixing into the trench backfill materials.

108-3.3 TRENCHING

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

ADD:

The installation of GRS conduit using the plowing-in method will not be allowed. Cable plowing shall be done at a minimum depth of 30" below finished grade. Marking tape shall be placed 12" above the cables being installed.

108-3.5 BACKFILLING

ADD:

Marking tape shall be placed 12" above the cables being installed.

108-3.8 SPLICING

DELETE: Paragraph (b) and (e).

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

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

108-3.10 TESTING

ADD:

All testing shall be performed in the presence of the Engineer and a representative from the Airport. The Contractor shall provide written documentation of all meggar tests, with acceptance signatures of the airport's and engineer's representative.

The minimum acceptable insulation resistance value for existing upgraded circuits shall be no less than the

initial meggar reading, taken prior to the start of construction.

108-3.11 PLOWING-IN OF CABLE IN UNIT-DUCT

ADD:

The unit duct shall be plowed-in or installed in open trench at the option of the contractor at no additional cost to the contract. The plowing equipment shall be of the vibratory type. It shall vibrate at a rate of at least 1200 cycles per minute. It shall connect to the tractor for towing, in such a manner that the tractor will not dampen the vibrations. The plow blade shall be of sufficient length to facilitate installation of the cable at the specified depth. The shoe throat shall be sized for the cable size and the number of cable specified. Cableway guides shall be smooth, free of obstructions and sharp edges and shall not cause bending of the cable at shorter than a 3-inch radius. It also shall not cause excessive cable strain, which may damage cable insulation or stretch the conductor.

Where several conductors are installed in a single operation, the plow shall be equipped with separated feeds, one for each conductor, to provide the specified separation.

Unit duct shall be installed as straight as possible to facilitate cable replacement. After backfilling over an entrenched section of unit duct, the Contractor shall, in the presence of the Resident Engineer, demonstrate that the cable can move freely within the duct by pulling the cable out a minimum length of two feet, unless the duct length is greater than 250 feet.

Marking tape shall be placed 12" above the cables being installed.

108-3.12 LOCATING OF EXISTING CABLES

DELETE: This section and replace with:

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating, plowing/trenching area. Any cables found interfering with proposed excavation or cable plowing/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Engineer at the Contractor's expense. The Engineer and Owner shall be notified immediately if any cables are damaged.

Contact Personal are listed in Section 50-17 herein.

It shall be the Contractor's responsibility to locate and protect all FAA owned facilities within the construction limits. **The contractor shall coordinate with the FAA personnel listed in the table below prior to locating any FAA owned facilities.**

It shall be the Contractor's responsibility to locate and protect all Airport owned facilities within the construction limits. This includes all airfield lighting cables, communication cables, storm sewer, drain tile, sanitary sewer, and water main. **The contractor shall coordinate with Airport personnel prior to locating any Airport owned facilities.**

Payment for locating and marking underground cable will not be paid for separately but shall be considered incidental to the plowing/trenching of unit-duct.

108-3.13 TERMINATIONS AND CONNECTIONS

Change two (2) splice kits to five (5) splice kits in the second sentence of the third paragraph.

ADD:

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

BASIS OF PAYMENT

108-5.1

ADD:

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

Payment will be made under:

ITEM AR108084 1/C #4 XLP-USE – PER LINEAL FOOT.

ITEM AR108758 1/C #8 GROUND – PER LINEAL FOOT.

ITEM AR109620 INSTALLATION OF AIRPORT TRANSFORMERS AND VAULT EQUIPMENT

DESCRIPTION

109-1.1 LIGHTING CONTROL SYSTEM

The work under this item shall consist of the lighting control system as detailed on the plans. This equipment includes all conduits and cables, lighting contactors, lighting controller, junction box, circuit breakers, transclosure, concrete pad and any other equipment necessary to provide a complete and operational system to the satisfaction of the Engineer.

MATERIALS

109-2.1 GENERAL

DELETE: This section and replace with:

Revise Paragraph (a) to read as follows:

- (a) Airport lighting equipment and materials covered by FAA specifications shall have prior approval of the Federal Aviation Administration, Airport Service, Washington, D.C. 20591, and shall be listed in the latest Advisory Circular 150/5345-1, Approved Airport Lighting Equipment.

FAA approval of airport lighting equipment and subsequent inclusion in Advisory Circular 150/5345-1, "Approved Airport Equipment," only means that the test data satisfied the applicable specification requirements. This does not insure that the approved equipment will satisfactorily operate with connected power and/or control to other approved airport lighting equipment or "off the shelf" equipment not requiring FAA approval.

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

109-2.22 ELECTRICAL EQUIPMENT TO BE INSTALLED

ADD:

Contractor shall install all equipment necessary for a complete and operational lighting system including

conduits and cabling inside the proposed transclosure. The equipment shall include, but not limit to the following:

109-2.22-1 LIGHTING CONTACTORS

Lighting contactors shall be mechanically held, 50 A, 2P, 240VAC minimum with field convertible contacts and shall be Square D, Type SPO-10 or equal. Contractor shall supply all relays and bases and all necessary contacts as required. All contactors and relays shall be mounted on the existing or proposed hoffman enclosure as required.

109-2.23 WIRE

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

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

109-2.24 SHOP DRAWINGS

In addition to the requirements of Section 60 Paragraph 60-09 of the General Provisions of Division I of these specifications, shop drawings shall also be submitted for review for all items specified in Paragraphs 109-2.10 through and including Paragraph 109-2.26.

CONSTRUCTION METHODS

109-3.15 WIRING AND CONNECTIONS

DELETE: This section and replace with:

ADD:

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

109-3.16 MARKING AND LABELING

ADD:

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

109-3.18 TESTING

DELETE: This section and replace with:

ADD:

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

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

METHOD OF MEASUREMENT

109-4.1, 4.2, 4.3

DELETE: These Sections.

109-4.4

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

The lighting control system shall include the installation of the electronic time switch, lighting contactors, lighting panelboard, junction box, circuit breakers, and all conduits and conductors inside the transclosure shall be measured as a unit, installed, ready for use and accepted by the Engineer.

BASIS OF PAYMENT

109-5.1

ADD:

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

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

Payment will be made under:

ITEM AR109620 LIGHTING CONTROL SYSTEM - PER LUMP SUM.

ITEM 110 INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

DESCRIPTION

110-1.1

ADD:

This item shall consist of the construction of the proposed concrete encased, directional bored GRS conduit, and direct buried GRS conduit including appropriate duct markers at the locations shown in the plans or as directed by the Engineer.

Trenching and backfilling for the ducts conduit and handholes shall not be paid for separately, but shall be considered incidental to the associated duct. Contractor shall provide pull wire for each conduit and cap the unused conduits for future use.

EQUIPMENT AND MATERIALS

110-2.5 STEEL CONDUIT

ADD:

All steel conduit shall be galvanized rigid steel.

110-2.8 DUCT MARKER

Contractor shall provide duct markers for each proposed concrete encased duct, GRS conduit or existing duct being used as detailed in the plans. The cost of installation of the duct markers shall be incidental to the price of concrete encased duct and steel duct.

METHOD OF MEASUREMENT

110-4.1

ADD:

The quantity of GRS conduit to be paid for shall be the number of lineal feet installed, measured in place, completed, and accepted.

The quantity of electrical handhole to be paid for shall be the number of units furnished, installed, measured in place, completed, and accepted.

BASIS OF PAYMENT

110-5.1

ADD:

Payment will be made at the contract unit price for each electrical handhole and per lineal foot for GRS duct completed and accepted. These prices shall be full compensation for furnishing all materials and for all preparation, assembly, backfill, compaction, pavement restoration and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete these items.

It should be noted that trenching shall also be included in the installation cost for the conduit and shall not be paid for separately.

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

Payment will be made under:

ITEM AR110212 2" STEEL DUCT DIRECT BURY – PER LINEAL FOOT.
ITEM AR110214 4" STEEL DUCT DIRECT BURY – PER LINEAL FOOT.
ITEM AR110610 ELECTRICAL HANDHOLE – PER EACH.

DIVISION VIII - MISCELLANEOUS

ITEM AR800859 CROSSWALK LIGHTING SYSTEM

DESCRIPTION

800859-1.1 LIGHTING CONTROL SYSTEM

The work under this item shall consist of the crosswalk lighting system as detailed on the plans. This equipment includes all equipment necessary to provide a complete and operational system to the satisfaction of the Engineer.

800859-5.1

ADD:

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

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

Payment will be made under:

ITEM AR800859 CROSSWALK LIGHTING SYSTEM - PER LUMP SUM.

ITEM AR800860 WALKWAY LIGHTING SYSTEM

DESCRIPTION

800860-1.1 LIGHTING CONTROL SYSTEM

The work under this item shall consist of the walkway lighting system as detailed on the plans. This equipment includes all equipment necessary to provide a complete and operational system to the satisfaction of the Engineer.

800860-5.1

ADD:

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

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary

submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

ITEM AR800859 WALKWAY LIGHTING - PER LUMP SUM.

ITEM AR800861 BIT. PAVEMENT PULVERIZATION

DESCRIPTION

800861-1.1

The work under this item shall consist of the pulverization of the existing 2" average bituminous pavement into the existing aggregate 10" base. This pulverization shall be a rotary mixing application or other suitable means acceptable to the Resident Engineer. The intent of this specification is to reclaim the existing pavement structure as a well graded aggregate subbase to construct the new pavement section. The resulting pulverized material should be easily graded and compacted to provide a suitable construction platform.

800861-5.1

ADD:

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

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

Payment will be made under:

ITEM AR800861 BIT. PAVEMENT PULVERIZATION - PER SQUARE YARD.

ITEM AR800868 – SOIL GUARD

DESCRIPTION

800868-1.1

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

MATERIALS

800868-2.1

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

CONSTRUCTION METHODS

800868-3.1

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

800868-4.1

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

BASIS OF PAYMENT

800868-5.1

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

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

Payment will be made under:

ITEM AR800868 SOIL GUARD - PER SQUARE YARD.

APPENDIX

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 1994

Springfield

Number: 87-1

TO: CONSULTING ENGINEERS

SUBJECT: DESIGN, CONTROL, AND PAVING OF BITUMINOUS MIXTURES

I. Introduction

The purpose of this Policy Memorandum is to assist the Resident Engineer in the performance of his duties concerning the quality control and acceptance testing of bituminous construction. It is our intention to promote uniformity in the application of the specification by addressing those areas not covered by the specifications and that are subject to individual interpretation. All references are made to the Standard Specifications for Construction of Airports, effective January, 1985, and the changes to Items 201 and 401, effective January 1, 1994.

II. Mix Design

The Mix Design with accompanying Job Mix Formula (JMF) is issued from our office. Based on our recommendations, the Division of Highways performs the actual laboratory tests required for the design. To facilitate the testing and issuance of the JMF, the contractor should have a list of all material suppliers at the time of the Pre-construction conference. No changes in the JMF are allowed without prior approval from our office.

III. Mix Production

The quality control of the manufacture and placement of bituminous mixtures is the responsibility of the supervising consultant. The supervising consultant will be required to provide qualified personnel to perform proportioning duties and the following tests shall be required:

1. Minimum of two (2) complete hot bin analysis per day.
2. One (1) stockpile gradation for each aggregate and/or mineral filler per week.
3. Original tickets for each load of aggregate listing the source and gradation designation of aggregate shipped.

4. Original asphalt shipping tickets listing the source and type of asphalt shipped.
5. One (1) mix sample per 1,000 tons of mix, for Marshall, Extraction, Gradation, Maximum Specific Gravity and Air Void Tests.

From these tests the proportioning engineer shall interpret the test data and instruct the contractor to make necessary adjustments to the production process. Arrangements will be made to have your office perform the mix testing. The IDA Engineer of Materials should be contacted to find out whether Division of Highways' personnel will be available for any proportioning or testing efforts. A copy of all test data, etc., shall be forwarded daily to the FAA, IDOA and the Resident Engineer.

IV. Mix Placement and Compaction

Probably the most important process in bituminous pavement construction is the placement and compaction of the mix. The Mix Design is a starting point in the production of the mix, Marshall, Extraction and Void tests are usually after the fact, so the only readily available data at the job site is the density test. The purpose of the TEST SECTION (Items 201-3.4 and 401-3.4) is to determine if the mix is acceptable and can be compacted to consistent passing density.

The only quick way to determine the compactability of the mix is by the use of a nuclear density gauge in the construction of a Growth Curve. The easiest way to construct a Growth Curve is to use a good vibratory roller. To construct the curve, an area the width of the roller in the middle of the mat is chosen and the roller is allowed to make one compactive pass. With the roller stopped some 100 feet away, a nuclear reading is taken and the outline of the gauge is marked on the pavement. The roller then makes a compaction pass in the opposite direction and another reading is taken. This scenario is continued until at least two (2) passes are made past the maximum density obtained.

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

1. High Density in the Growth Curve. If the Growth Curve indicates a maximum achievable field density of between 95 to 98 percent of the Theoretical Maximum Density (D), you can proceed with paving. On the other hand, if the maximum achievable density is greater than 98 percent, a quick evaluation (by use of an extractor, hot bin gradations, nuclear asphalt determinator, etc.) must be made of the mix. As an interim solution until the first extraction is completed and compared to the job mix formula, the asphalt content may be reduced by 0.2 to 0.3 percent and/or reduce the mineral filler by 1 percent. When adjustments are made in the mix, a new Growth Curve shall be constructed.

2. Low Density in the Growth Curve. If the Growth Curve indicates the maximum achievable density is below 94 percent, a thorough evaluation of the mix, rollers, and laydown operations should be made. The Engineer **SHOULD NOT** add asphalt at this time as a solution for low density. After a thorough evaluation of all factors (mix, rollers, etc.), asphalt or gradation changes may be in order. Again, any changes in the mix will require a new Growth Curve. Note that the nuclear density test is a quality control tool and not an acceptance test. All acceptance testing is to be conducted by the use of cores.

V. Density Acceptance

The responsibility for obtaining the specified density lies with the contractor. Because of the Quality Assurance aspect of the specifications, the Engineer must be very careful in his comments to the contractor and not to assume any responsibility by telling the contractor how to compact the mat. This is a dramatic change in the traditional roll of both the contractor and the Engineer. The Engineer is to follow the guidelines as outlined in Policy Memorandum 87-2: Density Acceptance of Bituminous Pavements.

VI. Engineering Assistance

The Division of Aeronautics will be glad to assist you or your field personnel. I suggest that you contact Mike Wilhelm (217/785-4282) our Engineer of Materials.

Roger H. Barcus
Chief Engineer

Supersedes Policy Memorandum 87-1, effective January 1, 1987.

mats/pol87-1

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 1994

Springfield

Number: 87-4

TO: CONSULTING ENGINEERS

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

- A. SCOPE. This method of test covers the determination of the bulk specific gravity and the percent air, of core samples from compacted bituminous mixtures using a saturated surface-dry procedure.
- B. DEFINITIONS.
1. Bulk Specific Gravity (d) or density is the weight per unit volume (gms/cc) of a mixture in its existing state of consolidation. The volume measurement for this specific gravity will include the volume of all the aggregate, asphalt, and air spaces (voids) in the aggregate particles and between the aggregate particles.
 2. Theoretical Maximum Specific Gravity (D) ASTM 2041 is the weight per unit volume (gms/cc) of a mixture assuming complete consolidation; i.e., all the air spaces (voids) between the aggregate particles are eliminated.
 3. Percent Density is a measure of the degree of compaction in relation to the Theoretical Maximum Specific Gravity.
 4. Percent Air is a measure of the air voids in the compacted pavement.
- C. APPARATUS.
1. Balance - The balance shall be accurate to 0.1 gm throughout the operating range. It may be mechanical or electrical and shall be equipped with a suitable suspension apparatus and holder to permit weighing of the core in water while suspended from the balance. If the balance is a beam type, it shall be set up so that the core is placed in the basket that is suspended from the zero (0) end of the balance arm.
 2. Water bath - The container for immersing the core in water while suspended from the balance shall be equipped with an overflow outlet for maintaining a constant water level. This water bath should be large enough to handle full-depth cores. When testing several cores at the same time, a dish-pan, sink or suitable container may be used for soaking.

D. PROCEDURE.

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

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

$$d = \frac{A}{B-C}$$

d = Bulk Specific Gravity
A = Oven dry weight
B = Saturated surface-dry weight
C = Saturated submerged weight

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

$$\% \text{ Density} = 100 \times \frac{d}{D}$$

d = Bulk Specific Gravity
D = Theoretical Maximum Gravity*

Note: The Theoretical Maximum Gravity (D) is determined from the mix design until current Vacuum Pycnometer test are available.

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

$$\% \text{ Air} = 100 - \% \text{ Density}$$

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

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

Roger H. Barcus
Chief Engineer

Supersedes Policy Memorandum 87-4 effective January 1, 1987.

mats/pol87-4

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

May 1, 1996

Springfield

Number 96-1

TO: CONSULTING ENGINEERS

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

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

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III. PRODUCTION TESTING

- a. One set of cylinders or beams, depending on the strength specified, shall be cast for acceptance testing for each day the mix is used. In addition, at least one slump and one air test shall be conducted for each day the mix is used. If more than 100 c.y. of the mix is placed in a given day, additional tests at a frequency of 1 per 100 c.y. shall be taken for strength, slump, and air. In no case will concrete with a slump greater than 4 inches be allowed for use on the project.

Roger H. Barcus
Chief Engineer

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 1999

Springfield, Illinois

Number 96-2

TO: CONTRACTORS

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

I. SCOPE

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

II. LABORATORY

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

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

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

ASTM C 117	Test Method for Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregate
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 1559	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
IDOT	Ignition Method for Determining Asphalt Content
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures using Saturated Surface Dry Specimens
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 4125	Asphalt Content of Bituminous Mixtures by Nuclear Method
ASTM C 127	Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	Standard Test Method for Specific Gravity and Absorption of Fine Aggregate

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

The laboratory and equipment furnished by the Contractor shall be properly calibrated and maintained. The Contractor shall maintain a record of calibration results at the laboratory. The Engineer may inspect measuring and testing devices at any time to confirm both calibration and condition. If the Resident Engineer determines that the

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equipment is not within the limits of dimensions or calibration described in the appropriate test method, the Engineer may stop production until corrective action is taken. If laboratory equipment becomes inoperable or insufficient to keep up with mix production testing, the Contractor shall cease mix production until adequate and/or sufficient equipment is provided.

III. MIX DESIGN TESTING

The Mix Design letter with accompanying approved Job Mix Formula (JMF) will be issued by the IDA Engineer of Materials. The Contractor will be required to perform the sampling and laboratory testing for the mix design according to the following guidelines:

[Note: A testing summary chart can be found in Appendix B.]

- A. Material sources meeting the requirements of the contract shall be submitted in writing at or before the Preconstruction Conference in the following format:
1. To: Jim Bildilli, Chief Engineer
Attn: Mike Wilhelm, Engineer of Materials
Division of Aeronautics
One Langhorne Bond Drive
Springfield, Illinois 62707
 2. Producer name and location of each aggregate
 3. Producer # for each aggregate (producers are assigned this number by IDOT Central Bureau of Materials)
 4. Material code for each aggregate
 5. Gradation and Quality designation for each aggregate (i.e. CA-11, etc.)
 6. Producer, producer #, and specific gravities of asphalt cement
 7. AC-10 or the equivalent Performance Graded binder (typically PG 58-22) shall be used unless otherwise approved by the IDA Engineer of Materials.

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

Marshall Tests

Maximum Specific Gravity -- "D"
Bulk Specific Gravity -- "d"
Marshall Stability
Marshall Flow
% air voids

- F. All technicians who will be performing mix design testing and plant sampling/testing shall have successfully completed the IDOT Division of Highways Bituminous Concrete Level 1 Technician Course "Bituminous Concrete Testing". The Contractor may also provide a Gradation Technician

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who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Bituminous Concrete Level 2 Technician.

- G. The mix design testing results shall be reported to the IDA Engineer of Materials.
- H. The IDA Engineer of Materials shall generate and issue the approved Mix Design with the Job Mix Formula (JMF) for the manufacture of bituminous mixtures using the Contractor's testing results.
- I. The above procedure, III. MIX DESIGN TESTING; shall be repeated for each change in source or gradation of materials.

IV. MIX PRODUCTION TESTING

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

- A. Minimum of one (1) complete hot bin or combined belt analysis per day of production or every 1,000 tons, whichever is more frequent.
- B. Minimum one (1) stockpile gradation for each aggregate and/or mineral filler per week when a batch plant is utilized. Minimum of one (1) gradation for each aggregate per day of production or every 1,000 tons when a drum plant is used, and one (1) gradation per week for mineral filler when a drum plant is used.

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- C. A certification from the quarry for the total quantity of aggregate listing the source, gradation type, and quality designation of aggregate shipped.
- D. Original asphalt shipping tickets listing the source and type of asphalt shipped.
- E. One mix sample per 1,000 tons of mix. The sample shall be split in half. One half shall be reserved for testing by the Engineer. The other half shall be split and tested by the Contractor for Marshall, Extraction, Gradation, Maximum Specific Gravity, and Air Void tests in accordance with the appropriate ASTM standard referenced herein. [See Appendix B.]
 - 1. In place of the extraction test, the Contractor may provide the asphalt content by a calibrated ignition oven test using the IDOT Division of Highways' latest procedure. The correction (calibration) factor for aggregate type shall be clearly indicated in the reported test results.

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

V. QUALITY CONTROL

A. Control Limits

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

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

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

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B. Control Charts

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

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

The following parameters shall be recorded on control charts:

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

C. Corrective Action for Required Plant Tests

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

1. Individual Test Result. When an individual test result exceeds its control limit, the Contractor shall immediately resample and retest. If at the end of the day no material remains from which to resample, the first sample taken the following day shall serve as the resample as well as the first sample of the day. This result shall be recorded as a retest. If the retest passes, the Contractor may continue the required plant test frequency. Additional check samples should be taken to verify mix compliance.

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2. Asphalt Content. If the retest for asphalt content exceeds control limits, mix production shall cease and immediate corrective action shall be instituted by the Contractor. After corrective action, mix production shall be restarted, the mix production shall be stabilized, and the Contractor shall immediately resample and retest. Mix production may continue when approved by the Engineer. The corrective action shall be documented.

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

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

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

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

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

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

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

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

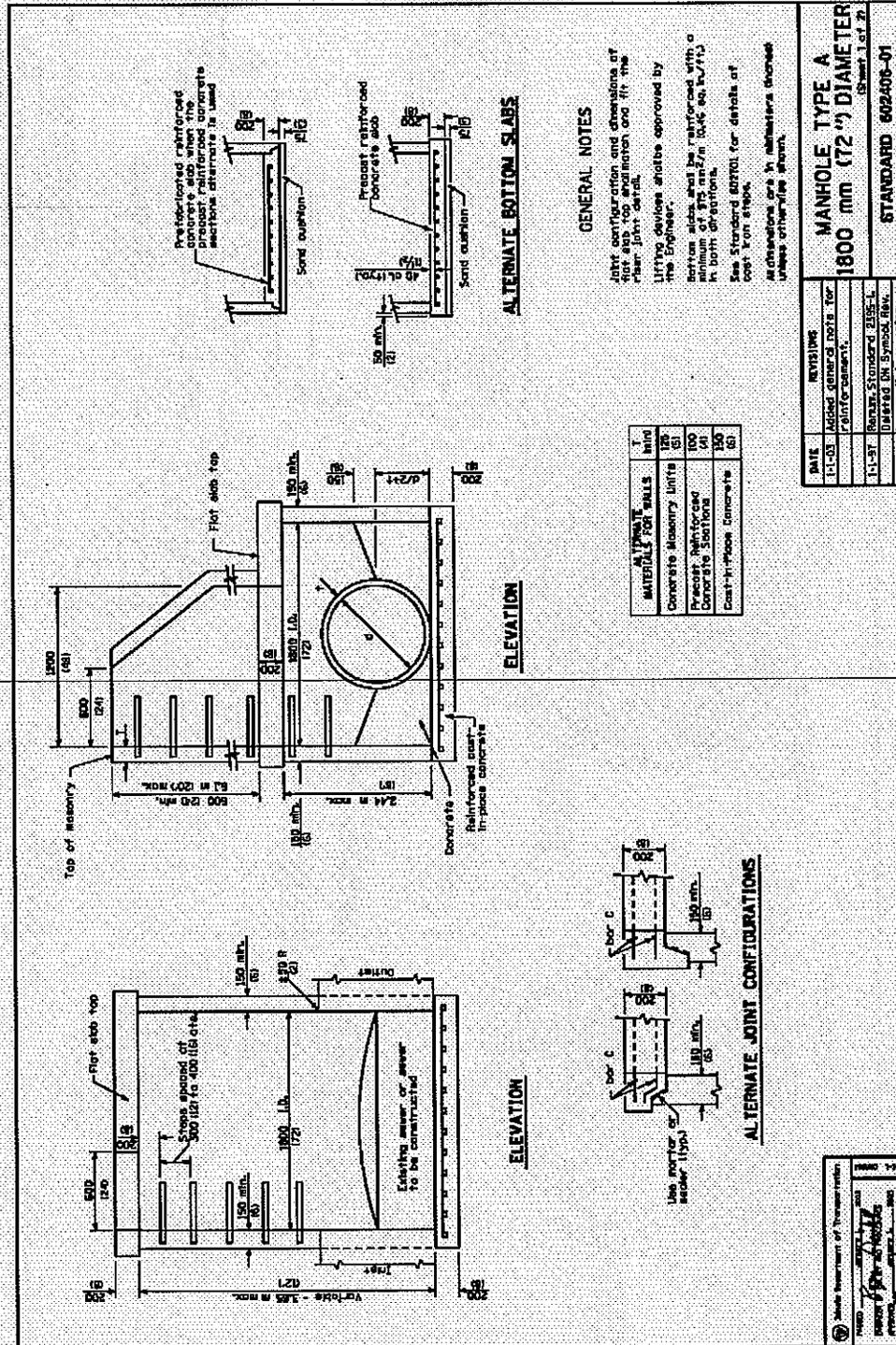
1. High Density in the Growth Curve. If the growth curve indicates a maximum achievable field density of between 95 to 98 percent of the Theoretical Maximum Density (D), you can proceed with the Rolling Pattern. On the other hand, if the maximum achievable density is greater than 98 percent, a quick evaluation (by use of an extractor, hot bin gradations, nuclear asphalt determinator, etc.) must be made of the mix. When adjustments are made in the mix, a new growth curve shall be constructed.
2. Low Density in the Growth Curve. If the growth curve indicates the maximum achievable density is below 94 percent, a thorough evaluation of the mix, rollers, and laydown operations should be made. After a thorough evaluation of all factors (mix, rollers, etc.), asphalt or gradation changes may be in order as directed by the Engineer. Again, any changes in the mix will require a new growth curve. Note that the nuclear density test is a quality control tool and not an acceptance test. All acceptance testing is to be conducted by the use of cores, unless otherwise specified.

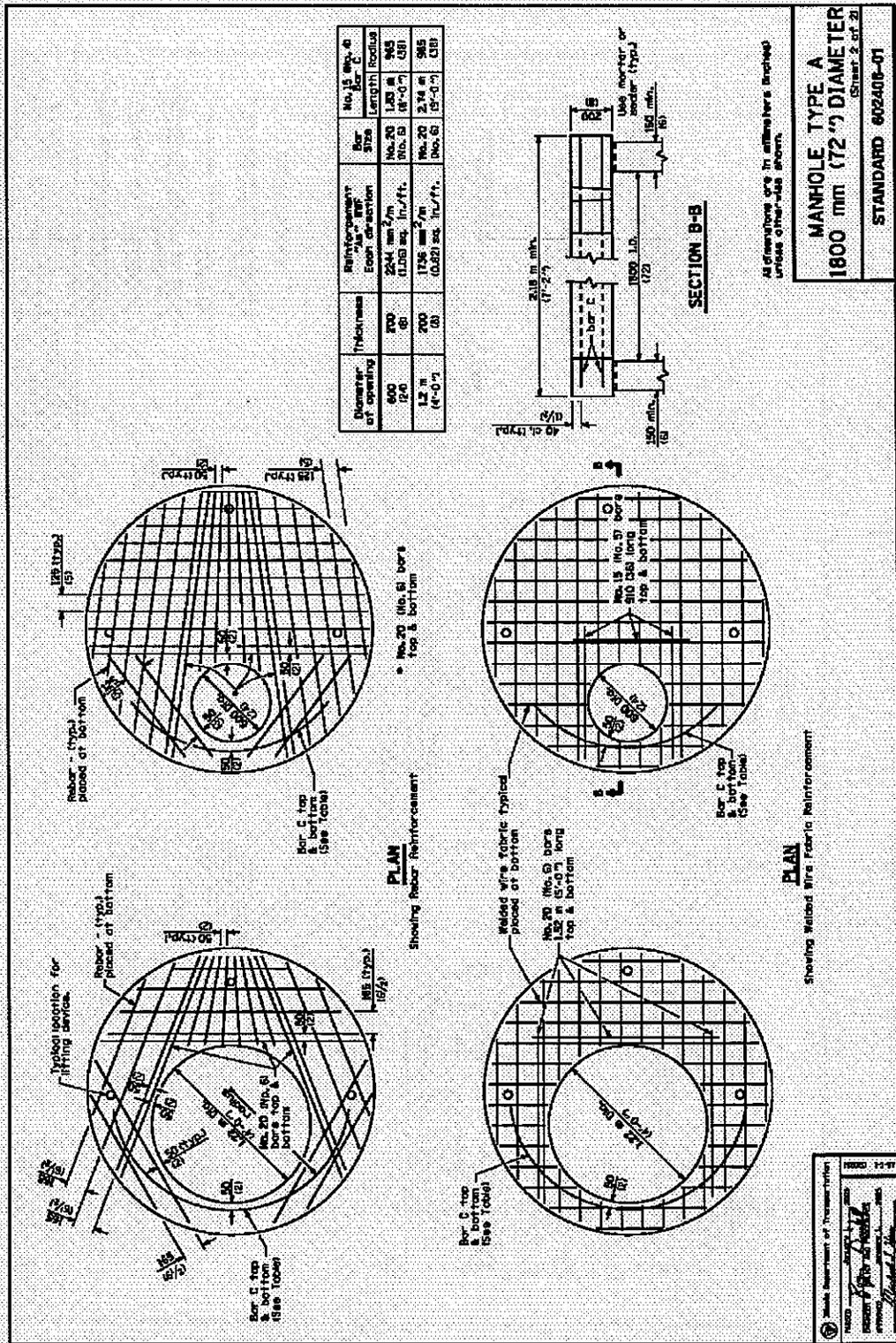
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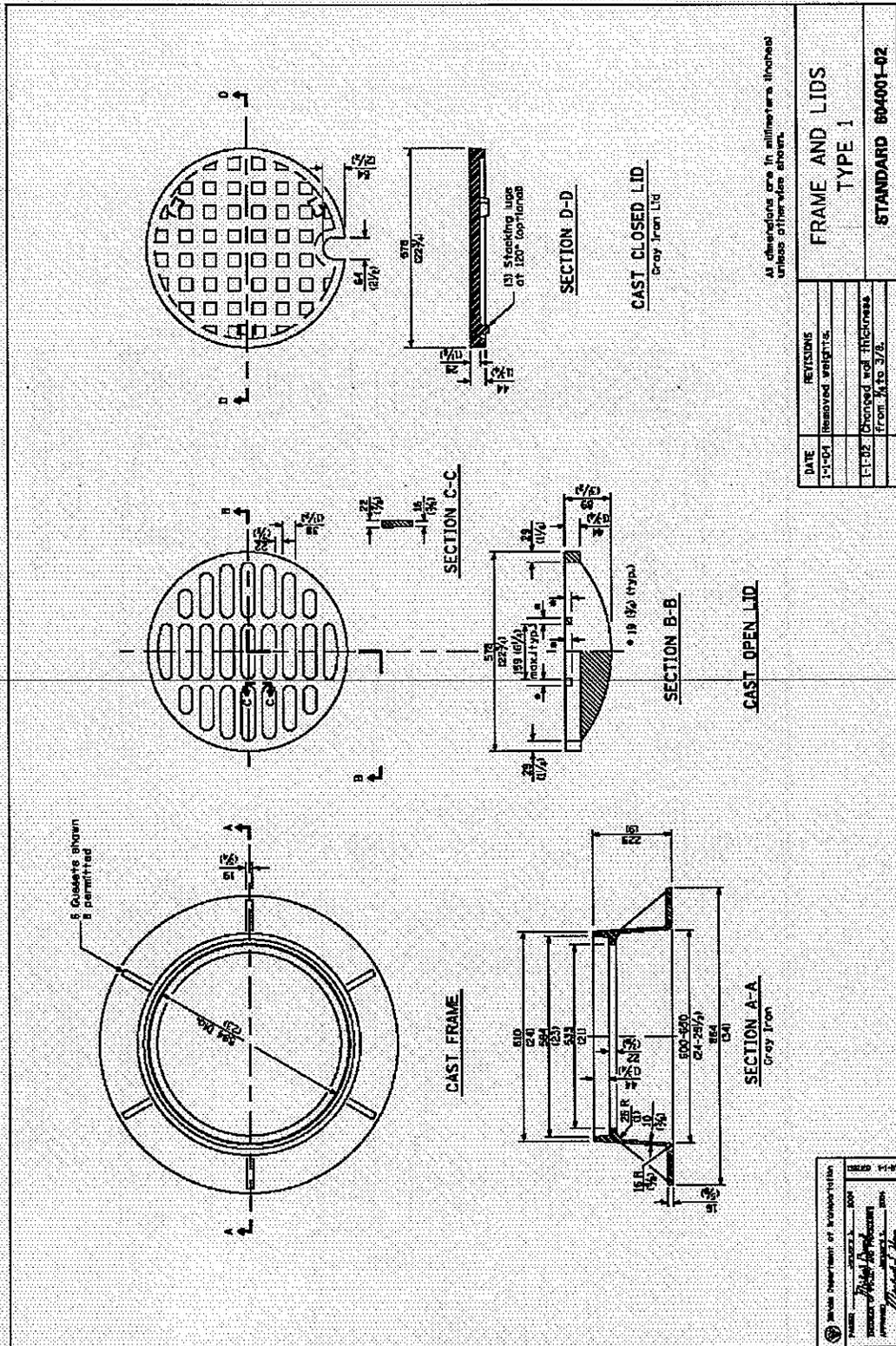
3. Acceptance of Test Section. The Contractor may proceed with paving the day after the test section provided the following criteria have been met:
 - a. Four random locations (2 cores per location cut longitudinally and cored by the Contractor) will be selected by the Engineer within the test strip. The cores must show a minimum of 94% density.
 - b. All Marshall and extraction test results from mix produced for the test section must be within the tolerances required by specification.
 - c. The Contractor shall correlate his nuclear gauge to the cores taken in the test section. Additional cores may be taken at the Contractor's expense for this purpose within the test section area, when approved by the Engineer.

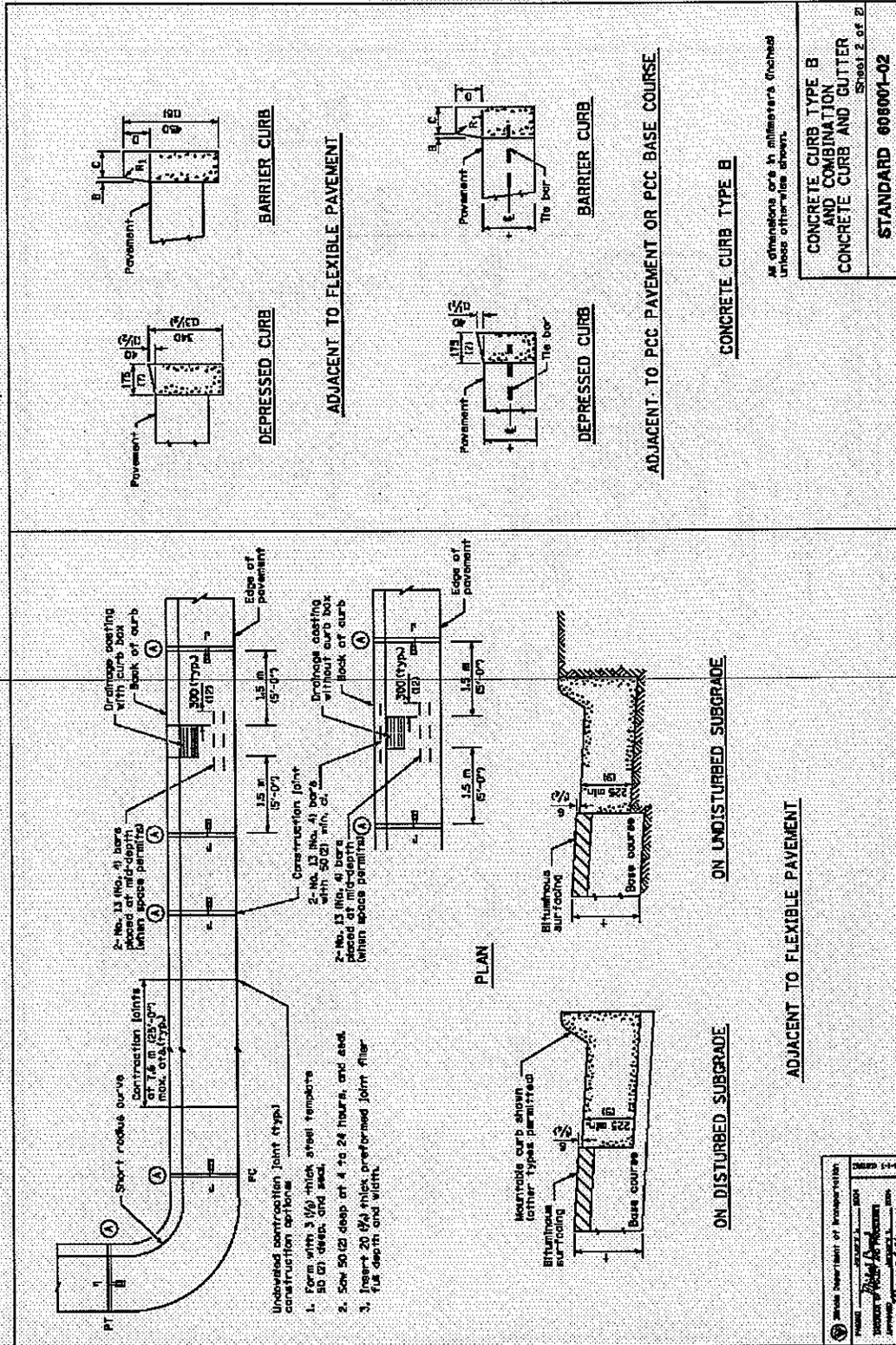
4. Density Acceptance under Production Paving. The responsibility for obtaining the specified density lies with the Contractor. Therefore, it is important that the nuclear density gauge operator communicate with the roller operators to maintain the specified density requirements. The Contractor shall provide a Bituminous Concrete Density Tester who has successfully completed the Department's "Bituminous Concrete Nuclear Density Testing Course" to run all required density tests on the job site. Density acceptance testing, unless otherwise specified, is described as follows:
 - a. The Contractor shall cut cores at random locations within 500 ton sublots as directed by the Resident Engineer.
 - b. The cores should be extracted so as not to damage them, since they are used to calculate the Contractor's pay.
 - c. The Engineer will run "Quick d" tests on the cores to give the Contractor an indication of how compaction is running for the next day's paving.
 - d. A running average of four (4) Maximum Theoretical Gravities (D) will be used for calculating percent compaction.
 - e. Final core density tests and pay calculations will be performed by the Resident Engineer and delivered to the Contractor.

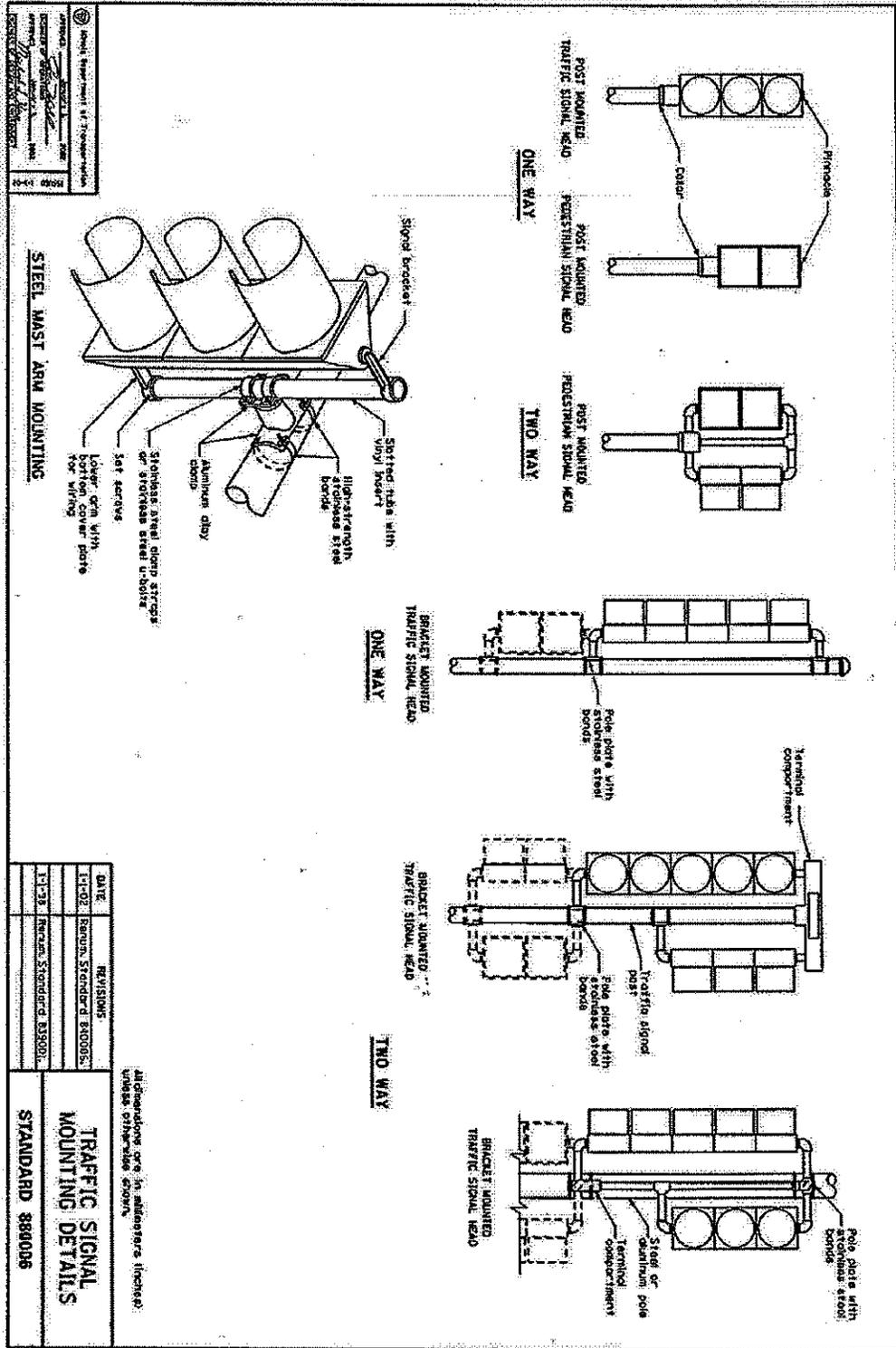
IDOT / MISCELLANEOUS STANDARDS

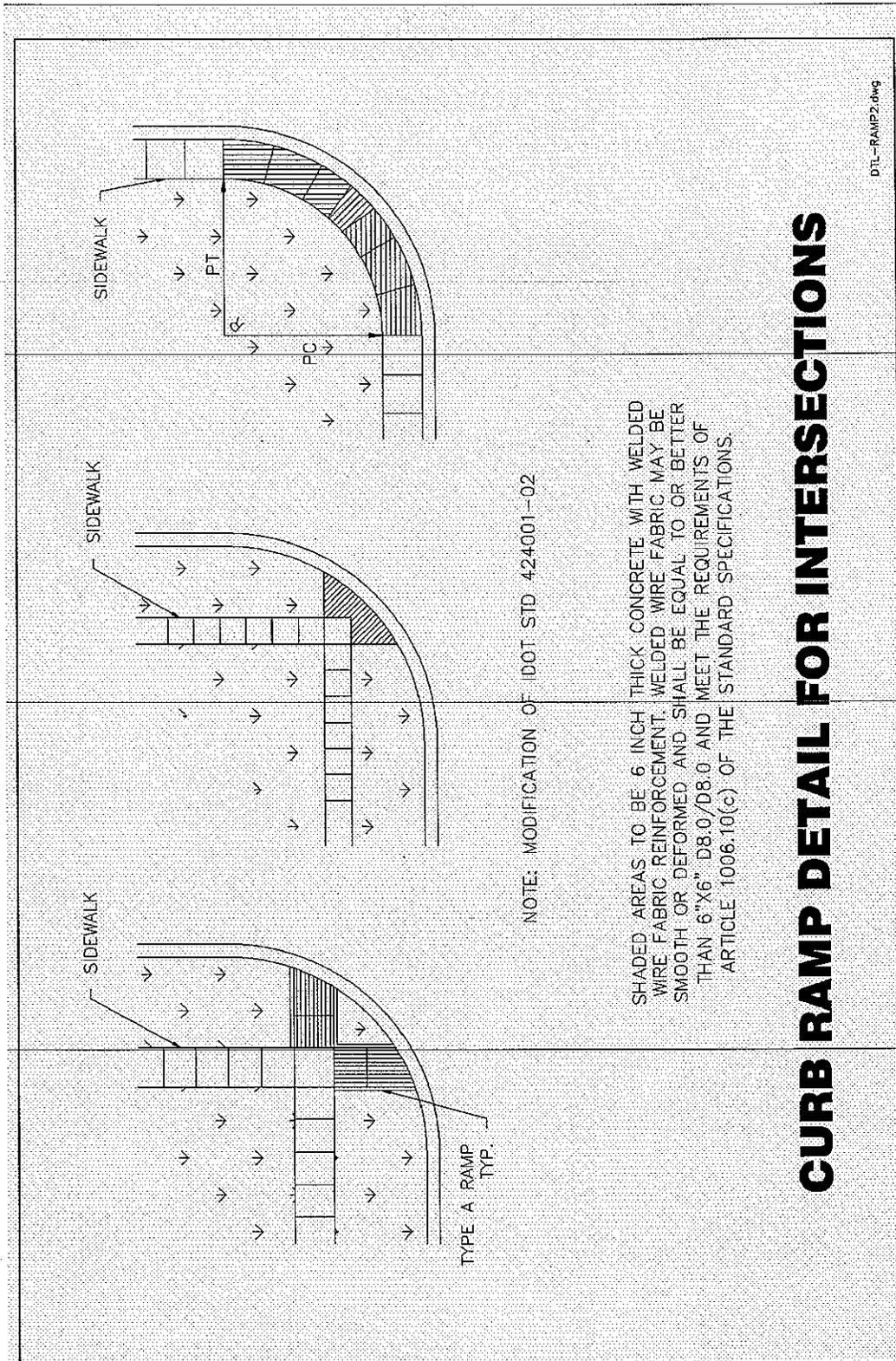


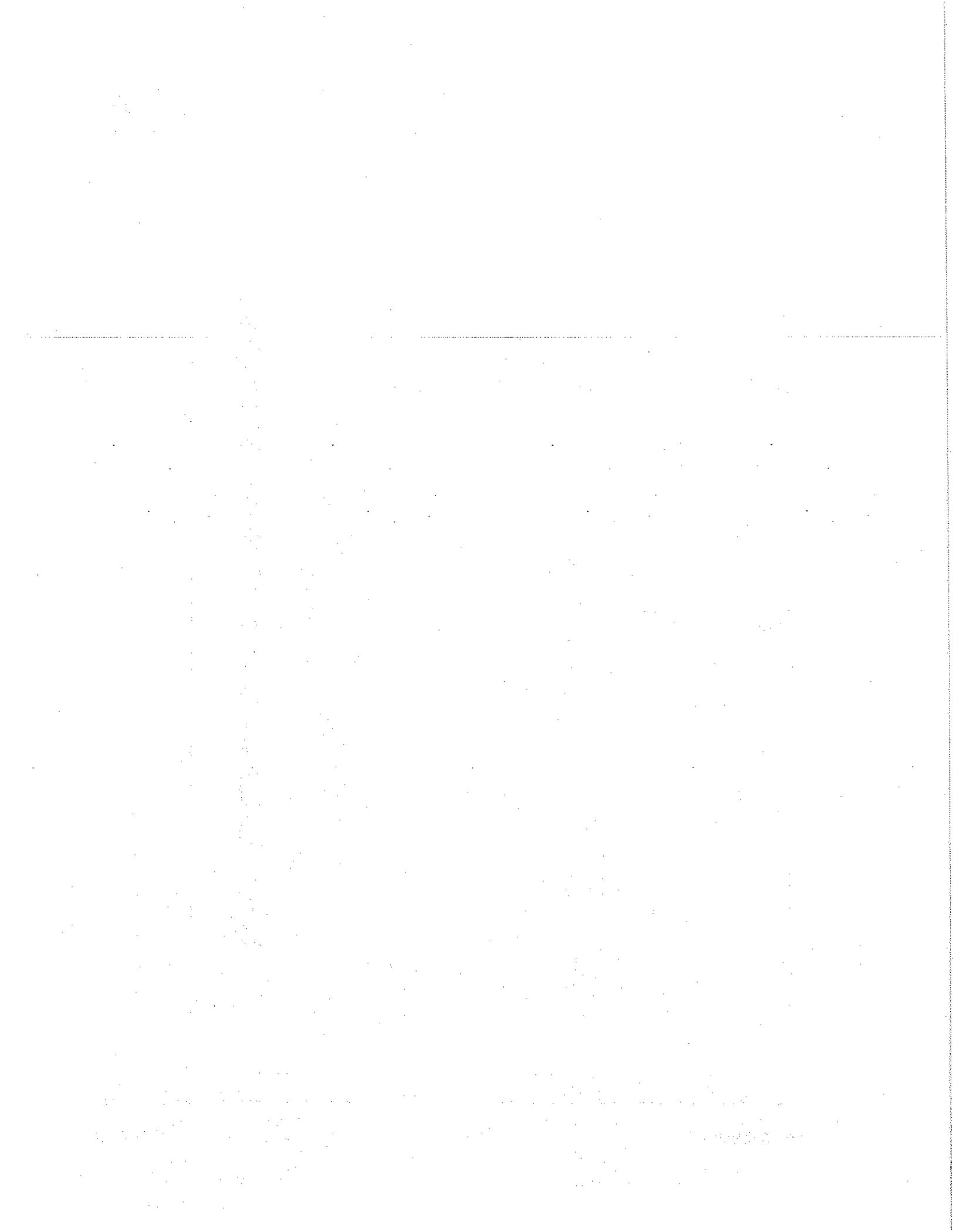












ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR WINNEBAGO COUNTY EFFECTIVE JUNE 1, 2005

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

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

Winnebago County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	=====	=====	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		21.840	22.840	1.5	1.5	2.0	5.000	7.500	0.000	0.500
ASBESTOS ABT-MEC		BLD		18.950	0.000	1.5	1.5	2.0	2.700	3.350	0.000	0.000
BOILERMAKER		BLD		36.820	40.140	2.0	2.0	2.0	6.920	6.260	0.000	0.210
BRICK MASON		BLD		28.000	30.000	1.5	1.5	2.0	4.800	6.920	0.000	0.350
CARPENTER		BLD		26.880	29.840	1.5	1.5	2.0	4.800	6.950	0.000	0.600
CARPENTER		HWY		26.050	27.800	1.5	1.5	2.0	4.800	6.330	0.000	0.310
CEMENT MASON		ALL		27.240	29.490	1.5	1.5	2.0	4.800	6.760	0.000	0.050
CERAMIC TILE FNSHER		BLD		22.930	0.000	1.5	1.5	2.0	4.800	3.500	0.000	0.320
COMMUNICATION TECH		BLD		26.000	28.000	1.5	1.5	2.0	7.500	7.770	0.000	0.390
ELECTRIC PWR EQMT OP		ALL		26.940	34.540	1.5	1.5	2.0	3.750	7.440	0.000	0.130
ELECTRIC PWR GRNDMAN		ALL		20.970	34.540	1.5	1.5	2.0	3.750	5.760	0.000	0.100
ELECTRIC PWR LINEMAN		ALL		31.980	34.540	1.5	1.5	2.0	3.750	8.850	0.000	0.160
ELECTRIC PWR TRK DRV		ALL		21.640	34.540	1.5	1.5	2.0	3.750	5.950	0.000	0.110
ELECTRICIAN		BLD		31.000	34.200	1.5	1.5	2.0	7.500	9.770	0.000	0.360
ELEVATOR CONSTRUCTOR		BLD		35.570	40.020	2.0	2.0	2.0	7.275	3.420	2.130	0.000
GLAZIER		BLD		27.180	28.180	1.5	1.5	2.0	5.150	5.250	0.000	0.300
HT/FROST INSULATOR		BLD		27.680	29.760	1.5	1.5	2.0	5.400	7.270	0.000	0.000
IRON WORKER		ALL		29.450	30.920	2.0	2.0	2.0	6.350	13.53	0.000	0.550
LABORER		BLD		21.840	22.840	1.5	1.5	2.0	5.000	7.500	0.000	0.500
LABORER		HWY		20.990	21.740	1.5	1.5	2.0	5.000	7.500	0.000	0.500
LABORER, SKILLED		HWY		22.090	22.840	1.5	1.5	2.0	5.000	7.500	0.000	0.500
LATHER		BLD		26.880	29.840	1.5	1.5	2.0	4.800	6.950	0.000	0.600
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		BLD		22.930	0.000	1.5	1.5	2.0	4.800	3.500	0.000	0.320
MARBLE MASON		BLD		25.530	25.780	1.5	1.5	2.0	4.800	5.000	0.000	0.320
MILLWRIGHT		BLD		31.150	34.270	1.5	1.5	2.0	4.800	9.300	0.000	0.560
OPERATING ENGINEER		BLD	1	34.050	38.050	2.0	2.0	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		BLD	2	33.350	38.050	2.0	2.0	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		BLD	3	30.900	38.050	2.0	2.0	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		BLD	4	28.900	38.050	2.0	2.0	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		HWY	1	33.900	37.900	1.5	1.5	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		HWY	2	33.350	37.900	1.5	1.5	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		HWY	3	32.050	37.900	1.5	1.5	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		HWY	4	30.500	37.900	1.5	1.5	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		HWY	5	29.150	37.900	1.5	1.5	2.0	5.800	5.100	1.800	0.550
PAINTER		ALL		28.950	29.950	1.5	1.5	1.5	5.150	5.000	0.000	0.250
PILEDRIIVER		BLD		27.880	30.950	1.5	1.5	2.0	4.800	6.950	0.000	0.600
PILEDRIIVER		HWY		26.050	27.800	1.5	1.5	2.0	4.800	6.330	0.000	0.310
PIPEFITTER		BLD		31.800	34.030	1.5	1.5	2.0	5.430	6.130	0.000	0.550
PLASTERER		BLD		27.200	29.920	1.5	1.5	2.0	4.800	6.310	0.000	0.050
PLUMBER		BLD		31.800	34.030	1.5	1.5	2.0	5.430	6.130	0.000	0.550
ROOFER		BLD		31.950	33.950	1.5	1.5	2.0	5.470	2.950	0.000	0.330
SHEETMETAL WORKER		BLD		29.690	31.620	1.5	1.5	2.0	4.400	8.850	0.520	0.290
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	6.100	4.950	0.000	0.250
STONE MASON		BLD		28.000	30.000	1.5	1.5	2.0	4.800	6.920	0.000	0.350
TERRAZZO FINISHER		BLD		22.930	0.000	1.5	1.5	2.0	4.800	3.500	0.000	0.320
TERRAZZO MASON		BLD		25.530	25.780	1.5	1.5	2.0	4.800	5.000	0.000	0.320
TILE LAYER		BLD		26.880	29.840	1.5	1.5	2.0	4.800	6.950	0.000	0.600
TILE MASON		BLD		25.530	25.780	1.5	1.5	2.0	4.800	5.000	0.000	0.320
TRUCK DRIVER		ALL	1	24.180	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
TRUCK DRIVER		ALL	2	24.330	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
TRUCK DRIVER		ALL	3	24.530	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
TRUCK DRIVER		ALL	4	24.730	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
TUCKPOINTER		BLD		28.000	30.000	1.5	1.5	2.0	4.800	6.920	0.000	0.350

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

WINNEBAGO COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster-ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TTeamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portabilettoilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic-Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Assistant Craft Foreman; Craft Foreman; Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Tower, Cranes, All, Cranes, Hammerhead, Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes; Squeeze Cretes-screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tie Back Machine; Tractor with Book and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving and Extracting); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Hoists, Inside Elevators, Push Button with Automatic Doors; Oilers; Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant, Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator, Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor with Boom; Tractor-aire with Attachments; Traffic Barrier conveyor machine; Raised or Blind Hole; Trenching Machine; Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; Laser Screed; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc. Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers, Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators - Small 50kw and Under; Generators - Large over 50kw; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tract-aire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.
Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.