

2A

RETURN WITH BID

Proposal Submitted By	
Name	
Address	
City/State	9 Digit Zip Code
Telephone No.	Fax No.
Federal Employer Identification No. (FEIN)	
Email Address	

Letting March 9, 2012

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)

Notice to Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department of Transportation
DIVISION OF AERONAUTICS

Contract No. SH025
Schaumburg Regional Airport
Schaumburg, Illinois
Cook County
Illinois Project No. 06C-3808
Federal Project No. 3-17-0124-B28

For engineering information, contact Sean M. Smith, P.E. of Crawford, Murphy & Tilly, Inc. at 312-357-2069.

FAA rules prohibit the use of escalation clauses for materials. Therefore, the Division of Aeronautics cannot offer any material cost adjustment provisions for projects that utilize Federal funds.

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 are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of the letting.

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.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) and the ORIGINAL "Affidavit of Availability: (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid or Not for Bid Status" (BDE 124) 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 an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions. These documents must be received three days before the letting date.

ADDENDA AND REVISIONS: It is the bidder's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum or revision will be included with the Electronic Plans and Proposals. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Plans and Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1624 or Timothy.Garman@illinois.gov.

BID SUBMITTAL GUIDELINES AND CHECKLIST

In an effort to eliminate confusion and standardize the bid submission process the Contracts Office has created the following guidelines and checklist for submitting bids.

This information has been compiled from questions received from contractors and from inconsistencies noted on submitted bids. If you have additional questions please refer to the contact information listed below.

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your bid. This page has the Item number in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages 33-41). This documentation is required only after you are awarded the contract.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit you Substance Abuse Prevention Plan (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

Use the following checklist to ensure completeness and the correct order in assembling your bid

Cover page followed by the Pay Items. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices.

Page 5 (Item 10) - Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address and the dollar amount (if over \$25,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

Page 11 (Paragraph J) - Check "YES" or "NO" whether your company has any business in Iran.

Page 12 (Paragraph K) - List the Union Local Name and number or certified training programs that you have in place. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 12 (Paragraph L) - Insert a copy of your State Board of Elections certificate of registration after Page 4 of the bid proposal. Only include the page that has the date stamp on it. Do not include any other certificates or forms showing that you are an Illinois business.

Page 14 (Paragraph C) - This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each Form A that is filled out.

Pages 16-18 (Form A) - One Form A (3 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. Do not staple the forms together.

If you answered "NO" to all of the questions in Paragraph C (page 14), complete the first section (page 16) with your company information and then sign and date the Not Applicable statement on page 18.

Page 19 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file".

Pages 21-22 (Workforce Projection) - Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

Bid Bond - Submit your bid bond using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

Disadvantaged Business Utilization Plan and/or Good Faith Effort - The last item in your bid should be the DBE Utilization Plan (SBE 2026), DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation for a Good Faith Effort, it should follow the SBE Forms.

The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:20 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main page of the current letting.

QUESTIONS: pre-letting up to execution of the contract

Contractor/Subcontractor pre-qualification -----217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) -----217-785-4611
Contracts, Bids, Letting process or Internet downloads -----217-785-0230
Estimates Unit -----217-785-3483

QUESTIONS: following contract execution

Including Subcontractor documentation, payments -----217-782-3413
Railroad Insurance -----217-785-0275



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. SH025
 Schaumburg Regional Airport
 Schaumburg, Illinois
 Cook County
 Illinois Project No. 06C-3808
 Federal Project No. 3-17-0124-B28**

Rehabilitate and Remark Runway 11/29

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.
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 38 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

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

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
COOK	031	01	SCHAUMBURG REGIONAL	3-17-0124-B28	06-C -3808

***** BASE *****

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR125942	ADJUST BASE MOUNTED LIGHT	EACH	3.000	X			
AR150520	MOBILIZATION	L.S.	1.000	X			
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	2,640.000	X			
AR152480	SHOULDER ADJUSTMENT	S.Y.	1,190.000	X			
AR156510	SILT FENCE	L.F.	625.000	X			
AR208515	POROUS GRANULAR EMBANKMENT	C.Y.	2,465.000	X			
AR208604	4" AGGREGATE BASE COURSE	S.Y.	5,230.000	X			
AR501506	6" PCC PAVEMENT	S.Y.	2,105.000	X			
AR501508	8" PCC PAVEMENT	S.Y.	3,000.000	X			
AR501530	PCC TEST BATCH	EACH	1.000	X			
AR501900	REMOVE PCC PAVEMENT	S.Y.	5,105.000	X			
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	13,350.000	X			
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	3,200.000	X			
AR705506	6" PERFORATED UNDERDRAIN	L.F.	1,200.000	X			
AR705610	CONCRETE HEADWALL FOR UNDERDRAIN	EACH	8.000	X			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR705924	REPLACE UNDERDRAIN CLEANOUT	EACH	1.000 X				
AR800009	SPALL REPAIR	S.F.	150.000 X				
AR904510	SODDING	S.Y.	1,190.000 X				

SUBTOTAL BASE \$

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

***** ALT 1 *****

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AS800021	REINFORCING MESH-6" PCC PVMT	S.Y.	2,000.000 X		=		

SUBTOTAL ALT 1 \$

***** ALT 2 *****

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AT800022	REINFORCING MESH-8" PCC PVMT	S.Y.	3,000.000 X				

SUBTOTAL ALT 2 \$
 CONTRACT - SH025

SUMMARY OF TOTAL ALTERNATES	
	DOLLARS
TOTAL BASE	\$
TOTAL ALT 1	\$
TOTAL ALT 2	\$

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

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

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

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

The following provisions shall govern combination bidding:

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

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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, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

9. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

10. The services of a subcontractor will or may be used.

Check box Yes

Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

11. EXECUTION OF CONTRACT. The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting the performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

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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. Except as otherwise required in subsection III, paragraphs J-M, 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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.

A. 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

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.

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B. 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.

C. 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.

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, 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.

E. 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.

F. 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.

G. 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.

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III. CERTIFICATIONS

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, 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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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.

RETURN WITH BID

H. 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.

I. 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.

J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 50/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

N/A (Federal)

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

L. Political Contributions and Registration with the State Board of Elections.

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-06 of the Illinois Procurement Code. These provisions do not apply to Federal-aid contracts.

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M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: _____

All costs, fees, compensation, reimbursements and other remuneration paid to said person: _____

RETURN WITH BID

IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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 bids of more than \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. 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.

The current annual salary of the Governor is \$177,412.00

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.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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 a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. 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 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 60% of the annual salary of the Governor? YES _____ NO _____
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor 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 60% of the annual salary of the Governor? 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 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

RETURN WITH BID

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, 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 check 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.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	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 \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**
The current salary of the Governor is \$177,412.00.

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 60% of the annual salary of the Governor. **(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____ If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes____ No____
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name of the State agency for which you are employed and your annual salary.

RETURN WITH BID

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes _____ No _____
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes _____ No _____

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

If your answer is yes, please answer each of the following questions.

- 1. Is your spouse or any minor children currently an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.

- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes _____ No _____
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? 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 _____

(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 _____

RETURN WITH BID

(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____

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: _____ Date _____
Signature of Individual or Authorized Officer

NOT APPLICABLE STATEMENT

Under penalty of perjury, 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.

_____ Date _____
Signature of Authorized Officer

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	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 \$25,000, 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 CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

Contract No. SH025
Schaumburg Regional Airport
Schaumburg, Illinois
Cook County
Illinois Project No. 06C-3808
Federal Project No. 3-17-0124-B28

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company Telephone Number

Address

NOTICE REGARDING SIGNATURE

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

Signature: Title: Date:

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

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

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

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

RETURN WITH BID

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

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY
- (a) Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
Yes_____ No_____
- (b) If your answer is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? Yes_____ No_____
- C. BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.
- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:
- (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
 - (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
 - (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
 - (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,
 - (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
 - (ii) final assembly of the facility or equipment has occurred in the United States.

The FAA must grant waivers for any items that are included in these above exceptions. Bidders can review items already approved under the FAA nationwide approved list of "Equipment Meeting Buy American Requirements" on the FAA website, which do not require a specific FAA waiver.

All waivers are the responsibility of the Contractor, must be obtained prior to the Notice to Proceed, and must be submitted to the Division of Aeronautics for review and approval before being forwarded to the FAA. Any products used on the project that cannot meet the domestic requirement, and for which a waiver prior to the Notice to Proceed was not obtained, will be rejected for use and subject to removal and replacement with no additional compensation, and the contractor deemed non-responsive.

RETURN WITH BID

D. NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

E. 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.

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

RETURN WITH BID

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., March 9, 2012. 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 and Remark Runway 11/29
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 Schaumburg Regional Airport administration building. For engineering information, contact Sean M. Smith, P.E. of Crawford, Murphy & Tilly, Inc. at 312-357-2069.
6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 8.0%.
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 January 20, 2012 and the Construction Plans dated January 20, 2012 as approved by the Department of Transportation, Division of Aeronautics.
8. **TERMINATION OF CONTRACT.**
 1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
 3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
 5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

RETURN WITH BID

9. 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.

10. 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 38 calendar days.

11. 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.

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

RETURN WITH BID

**Contract No. SH025
Schaumburg Regional Airport
Schaumburg, Illinois
Cook County
Illinois Project No. 06C-3808
Federal Project No. 3-17-0124-B28**

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 _____ Signature of Authorized Representative

(IF A CORPORATION) _____ Typed or printed name and title of Authorized Representative

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____ Signature

Business Address _____

Corporate Name _____

By _____ Signature of Authorized Representative

(IF A JOINT VENTURE) _____ Typed or printed name and title of Authorized Representative

Attest _____ Signature

Business Address _____

If more than two parties are in the joint venture, please attach additional signature sheet



Sponsor _____ Item No. _____

IL Proj. No. _____ AIP Proj. No. _____ Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

_____ as PRINCIPAL, and _____

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

THE CONDITION OF THE FOREGOING 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 the PRINCIPAL shall, and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the AGENT; and if, after the award by AGENT on behalf of SPONSOR, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents, including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the 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 specified in the bid proposal and such larger amount for which the SPONSOR may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall 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 SURETY shall pay the penal sum to the SPONSOR within fifteen (15) days of written demand therefor. If SURETY does not make full payment within such period of time, the AGENT may bring an action to collect the amount owed. 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 TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers _____ day of _____ A.D., _____ .

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
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 the uses and purposes therein set forth.

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

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 the proposal and marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto 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 _____



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 use an IDOT proposal envelope or affix this form to the front of a 10" x 13" 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 326
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. SH025
Schaumburg Regional Airport
Schaumburg, Illinois
Cook County
Illinois Project No. 06C-3808
Federal Project No. 3-17-0124-B28



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with Section 60-01 of the Illinois Standard Specifications for Construction of Airports.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

- A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement Code shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. 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.

The current annual salary of the Governor is \$177,412.00.

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor 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 subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 subcontracting 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 60% of the annual salary of the Governor? YES _____ NO _____
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting 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 subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES _____ NO _____

(Note: Only one set of forms needs to be completed per person per subcontract 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 subcontractor must determine each individual in the subcontracting entity or the subcontracting 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 subcontractor 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.

RETURN WITH SUBCONTRACT

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	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). Subcontractors desiring to enter into a subcontract of a State of Illinois contract 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 subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (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 60% of the annual salary of the Governor. **(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 _____

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____

RETURN WITH SUBCONTRACT

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary _____

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes _____ No _____

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes _____ No _____

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

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes _____ No _____

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? 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 _____

(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 _____

RETURN WITH SUBCONTRACT

(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 _____

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____
Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: _____
Signature of Individual or Authorized Officer Date

NOT APPLICABLE STATEMENT

Under penalty of perjury, 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 SUBCONTRACTOR listed on the previous page.

Signature of Authorized Officer Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Procurement Related Information Disclosure

Form with fields: Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, 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 subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code,, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes _____ No _____ If "No" is checked, the subcontractor 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 CHECKED

Form with a checkbox and lines for Signature of Authorized Officer and Date

DIVISION OF AERONAUTICS

FEDERAL CONTRACT PROVISIONS

The work in this contract is included in the federal FAA Airport Improvement Program and is being undertaken and accomplished by the Illinois Department of Transportation, Division of Aeronautics and the Municipality, hereinafter called the Co-Sponsors, in accordance with the terms and conditions of a Grant Agreement between the Co-Sponsors and the United States, under the Airport and Airway Improvement Act of 1982 (Public Law 97-248; Title V, Section 501 et seq., September 3, 1982; 96 Stat. 671; codified at 49 U.S.C Section 2201 et seq.) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the Project that are determined to be allowable Project costs under the Act. The United States is not a party to this contract and no reference in this contract to FAA or representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

Consent of Assignment. The Contractor shall obtain the prior written consent of the Co-Sponsors to any proposed assignment of any interest in or part of this contract.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

TRADE RESTRICTION CLAUSE

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

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

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

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

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

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

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

ACCESS TO RECORDS AND REPORTS

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

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.

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

CLEAN AIR AND WATER POLLUTION CONTROL

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

(1) Any facility listed on the EPA List of Violating Facilities pursuant to Paragraph 15.20 of 40 CFR as of the date of the contract award will not be utilized in the performance of any non-exempt contract or subcontract.

(2) The Contractor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder after the award of the contract.

(3) Prompt notification shall be required prior to contract award to the awarding official by the Contractor who will receive the award of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor shall include or cause to be included the criteria and requirements in paragraphs 1 through 4 in any non-exempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

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 - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	3.5
081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke	2.5
083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will	19.6
3740 Kankakee, IL - IL - Kankakee	9.1
Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke	18.4

APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
084 Champaign - Urbana, IL:	
SMSA Counties:	
1400 Champaign - Urbana - Rantoul, IL - IL - Champaign	7.8
Non-SMSA Counties -	4.8
IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085 Springfield - Decatur, IL:	
SMSA Counties:	
2040 Decatur, IL - IL - Macon	7.6
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 - IL - McLean	2.5
6120 Peoria, IL -	4.4
IL - Peoria, Tazewell, Woodford	
Non-SMSA Counties -	3.3
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL - IL - Boone, Winnebago	6.3
Non-SMSA Counties -	4.6
IL - Lee, Ogle, Stephenson	
098 Dubuque, IA:	
Non-SMSA Counties -	0.5
IL - JoDaviess	
IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik	
WI - Crawford, Grant, Lafayette	
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 -	3.4
IL - Carroll, Hancock, Henderson, Mercer, Whiteside	
IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
MO - Clark	

APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
107 St. Louis, MO: SMSA Counties: 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	14.7
Non-SMSA Counties - IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	11.4

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

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

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

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

DISADVANTAGED BUSINESS POLICY

NOTICE: This proposal contains the special provision entitled "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."

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.

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.

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).

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.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor 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 DOT 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.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(1) Overtime requirements:

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph (1) above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) above, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) above.

(4) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) Working Conditions.

No Contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR 1926) issued by Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EQUAL EMPLOYMENT OPPORTUNITY SPECIFICATION

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000. the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal

procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship 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.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ANNUAL EEO-1 REPORT TO JOINT REPORTING COMMITTEE AS REQUIRED AT 41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Title 49 CFR Part 29

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may

contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Primary Covered Transactions

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

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

Appendix B of 49 CFR Part 29

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

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

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

TERMINATION OF CONTRACT

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

DAVIS BACON LABOR PROVISIONS

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)The classification is utilized in the area by the construction industry; and
- (3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Federal Aviation Administration shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such work, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor, or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by a subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) Contract Termination: Debarment.

A breach of these contract clauses paragraphs (1) through (10) of this section may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR Part 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by referenced in this contract.

(9) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

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

NOTICE

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION - DIVISION OF AERONAUTICS

STATE REQUIRED CONTRACT PROVISIONS

The following provisions are in addition to the Federal requirements contained in the FAA Airport Improvement Program.

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Revised: August 2, 2011

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. 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 Illinois Unified Certification Program (IL UCP) DBE Directory

STATE OBLIGATION. 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. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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 contracts funded in whole or in part with federal or state funds. 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.

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 applies to 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 the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

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 **8.0%** 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 only 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 enough 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.

DBE LOCATOR REFERENCES: Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. 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.il.gov.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (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. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. 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 DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state 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) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURE. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A.

The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort 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, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine 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 on 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 bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders 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 bidder'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 bidder'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 apparent successful bidder 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 the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
 - (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request 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). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. 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 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 not responsive.

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 percent 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 does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent 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 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent 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 following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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 Utilization 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. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 180, 215 and 1200 or applicable state law;
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established contract goal.

- (f) PAYMENT RECORDS. 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 therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement 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 Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. 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.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS

Revised: April 1, 2011

To account for the preparatory work and the operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting according to Section 60-01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form AER 260A submitted for the approval of the subcontractor's work.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The

proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

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 properly, 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.

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.

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 Division 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, or provide evidence of the same, 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.

SECTION III

Special Provisions

For

REHABILITATE AND REMARK RUNWAY 11/29

**ILLINOIS PROJECT: 06C-3808
A.I.P. PROJECT: 3-17-0124-B28**

At

SCHAUMBURG REGIONAL AIRPORT
SCHAUMBURG, ILLINOIS

Final Submittal

January 20, 2012

Prepared By:

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
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*Expires
11-30-13*

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 Schaumburg Regional Airport, Schaumburg, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “Standard Specifications for Construction of Airports (Consolidated Reprint),” dated November 2, 2009, State of Illinois Department of Transportation, Division of Aeronautics 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. When noted within the Special Provisions, the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2012, shall also apply.

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29

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DIVISION I – GENERAL PROVISIONS

SECTION 10 – DEFINITION OF TERMS

10-23 ENGINEER

DELETE:

Paragraph (b).

SECTION 20 – SCOPE OF WORK

20-05 MAINTENANCE OF TRAFFIC

ADD:

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.

The Village of Schaumburg, following consultation with the Resident Engineer, will give proper notice to the nearest Flight Service Station and the Airways Facilities Chief of the Federal Aviation Administration prior to the beginning of construction. The Contractor shall furnish a flagger in radio control with the Air Traffic at any time the active taxiways or airfield pavement are crossed or used for a haul road. The Contractor shall supply his own radios. 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

ADD:

a. Construction Activity and Aircraft Movements

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

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

b. Limitations on Construction

- (1) Open flame welding or torch cutting operations shall be prohibited, unless adequate fire and safety precautions are provided.

- (2) Open trenches, excavations and stockpiled material near any pavements shall be prominently marked with red flags and lighted by light units during hours of restricted visibility and/or darkness.
 - (3) Stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions.
 - (4) The use of explosives shall be prohibited.
 - (5) Burning shall not be allowed.
- c. Debris

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

SECTION 30 – CONTROL OF WORK

30-10 INSPECTION OF WORK

ADD:

The Contractor shall provide portable flood lighting for nighttime construction. Sufficient units shall be provided so that work areas are illuminated to a level of five horizontal foot candles. The lighting levels shall be calculated and measured in accordance with the current standards of the Illumination Engineering Society. Lights shall be positioned so as not to interfere with Airport operations.

30-12 LOAD RESTRICTIONS

ADD:

Contractor's use of the existing airfield and perimeter pavements by equipment and loaded trucks shall be minimized. **Any damage to existing airfield and perimeter pavements shall be repaired by the Contractor at his own expense to the satisfaction of the Owner. Contractor shall obtain written permission from the Airport Owner to use any airfield pavements.**

30-18 PLANS AND WORK DRAWINGS

DELETE:

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

REVISE the fourth paragraph to read:

Shop drawings submitted by the Contractor for materials and/or equipment to be provided as a part of the contract shall be reviewed by the Project Engineer for substantial conformance of said materials and/or equipment, to contract requirements. Shop drawings shall be fully descriptive, complete and of sufficient detail for ready determination of compliance.

REVISE the last paragraph to read:

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

PROJECT LOCATION: Schaumburg Regional Airport
PROJECT TITLE: Rehabilitate and Remark Runway 11/29
PROJECT NUMBERS IL Project: 06C-3808
AIP Project: 3-17-0124-B28
CONTRACT ITEM: (i.e. AR156531 Erosion Control Blanket)
SUBMITTED BY: (Contractor/Subcontractor Name)
DATE: (Date Submitted)

SECTION 40 – CONTROL OF MATERIALS

40-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

ADD: After the last paragraph

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

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.

40-03 CERTIFICATION OF COMPLIANCE

ADD:

Additional requirements are specified in Section 40-11 Certification of Materials.

40-11 CERTIFICATION OF MATERIALS

ADD:

The Contractor shall certify all materials incorporated into the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the **sole** responsibility of the Contractor to ensure the submittal of adequate and accurate documentation in order to satisfy the contract material certification requirements **prior** to the delivery of the materials. Materials without certification or those with certification that demonstrates the materials do not meet the requirements of the plans and specifications shall be considered nonconforming and subject to the provisions of Section 30-02.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS dated April 1, 2010 or latest edition including any addendums. Copies of this manual are available by contacting Mr. Mike Wilhelm-Division of Aeronautics at (217) 785-4282 or from their website at "<http://www.dot.state.il.us/aero/PDF/2010%20Man%20for%20Doc%20of%20Air%20Matls%20revision.pdf>"

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

SECTION 50 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

ADD:

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

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

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

Special attention is necessary when working near FAA power and control cables. Any FAA utility that is damaged or cut during construction shall be repaired immediately. FAA requires that any damaged cable be replaced in its entirety, no splices will be permitted. No additional compensation will be made for replacement or repair of FAA facilities or cables but, shall be incidental to the contract.

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

SCHAUMBURG REGIONAL AIRPORT

<u>Utility Service or Facility</u>	<u>Contact (Person)</u>	<u>Contact (Phone)</u>
AT&T – Telephone Cables	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
ComEd - Electric Cables	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
Village of Schaumburg Water and Sewer	Village of Schaumburg – Public Works Department	1-847-895-7100
NICOR - Gas Lines	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
FAA Control and Communication Cables	FAA Sector Office	1-630-587-7801

SECTION 60 – PROSECUTION AND PROGRESS

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

ADD:

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

60-07 TEMPORARY SUSPENSION OF THE WORK

REVISE the second paragraph to read:

In the event that the Contractor is ordered by the Engineer to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Resident Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Resident Engineer will forward the Contractor's claim to the Division for the consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspension made at the request of the Engineer, or for any other delay provided for in the contract, plans, or specifications.

60-10 DEFAULT AND TERMINATION OF CONTRACT

DELETE: "and his/her surety" from the first sentence.

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

SECTION 70 – MEASUREMENT AND PAYMENT

70-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

ADD the following to subsection B.7. Statements:

All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after completion of the force account work. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Division, Airport Owner and Local Sponsor are released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

DIVISION II – PAVING CONSTRUCTION DETAILS

ITEM 150520 – MOBILIZATION

DESCRIPTION

150-1.1

ADD:

The Contractor shall be required to set up and maintain lighted runway closure markers, to be provided by the Village of Schaumburg, as shown in the plans. Prior to beginning any work, the Contractor shall meet with representatives of the Village of Schaumburg Public Works Department and be instructed on the use and care of the lighted runway closure markers. Throughout the duration of the contract, the care and maintenance of the lighted runway closure markers shall be borne by the Contractor.

Maintenance items related to the use of the lighted runway closure markers include, at a minimum, furnishing and replacing burned out lamps, fuel, oil and other such fluids as required for the smooth and continuous operation of the lighted runway closure markers.

The lighted runway closure markers shall remain in operation for the entire length of the runway closure. The closure markers shall not be shut down during daylight hours. The Contractor shall be required to visually inspect and maintain the closure markers at the beginning, end and throughout each day of the runway closure, working or otherwise. The continuous operation of the lighted runway closure markers is of vital importance to the safety of air traffic and construction personnel on the ground.

BASIS OF PAYMENT

150-3.1

ADD:

No separate payment shall be made for the setup and maintenance of the lighted runway closure markers. The costs to setup, maintain and remove the lighted runway closure markers shall be considered incidental to the contract. Any damage to the lighted runway closure markers as a result of the Contractor's negligence as it relates to proper maintenance and use shall be repaired by the Contractor at his own expense. If the lighted runway closure markers cannot be satisfactorily repaired, the Contractor shall be required to furnish a new duplicate unit (of the same brand and model) at his own expense.

Payment will be made under:

ITEM AR150520 MOBILIZATION – PER LUMP SUM.

ITEM 152 – EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1

ADD:

All excess excavation material shall be hauled offsite at no additional cost to the contract. Topsoil fill required for shoulder adjustment shall be provided from an offsite source of the Contractor's choosing that meets the approval of the Engineer. Spoils from underdrain installation and undercut may be used as embankment fill for shoulder adjustment.

The plan quantity of undercut was designed to offset the additional weight of the aggregate fill materials being used to replace the slab-jacking materials and restore grade. Undercut depths shown in the plans are from the top of the existing base course materials.

An additional 10 percent has been added to the plan quantity in the event unsuitable materials are discovered at undercut depth.

152-1.2 CLASSIFICATION

DELETE the second, third and fourth paragraphs.

CONSTRUCTION METHODS

152-2.2 EXCAVATION

REVISE: The 8th paragraph of this section to read:

In cut areas not requiring porous granular embankment, the top 8" of subgrade shall be compacted to a density of not less than the percentage of the maximum dry density, at optimum moisture, shown in Table 1 as determined by the compaction control tests cited in Division VII for ASTM-698 (Standard Proctor) for aircraft weights of 60,000 pounds or less. In cut areas, where abandoned utilities, including duct bank, gas pipe lines, fuel lines, water mains and sewer pipe are encountered, the utilities shall be removed. The cost of removal shall be considered incidental unless it is specifically called out for removal on the plan sheets.

In plan undercut areas, the proposed subgrade shall be compacted to the satisfaction of the Resident Engineer. The area shall not exhibit displacement or rutting when trafficked by construction equipment.

152-2.10 TOPSOIL

DELETE: The 5th paragraph of this section and REPLACE with:

Any excess excavation material shall be hauled offsite at no additional cost to the contract.

152-2.15 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 Resident Engineer, in a manner meeting his approval.

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

METHOD OF MEASUREMENT

152-3.2

DELETE: This section.

152-3.3

DELETE: This section.

BASIS OF PAYMENT

ADD to **152-4.2:**

Excavation beyond the limits shown in the plans shall not be measured for payment unless authorized by the Engineer.

Removal of existing electrical cable, electrical duct bank or conduit, sewer, water main or fuel lines when in conflict with excavation shall not be paid for separately, unless specifically called out for on the plans, but shall be considered incidental to Item AR152410, Unclassified Excavation.

152-4.3

DELETE: This section.

ADD to **152-4.4:**

Excavation required for the placement of forms along the edge of pavement shall not be paid for separately, but shall be considered incidental to Item AR501506, 6" PCC Pavement. Restoration of the subgrade shoulder along the edge of pavement shall be paid for under item AR152480, Shoulder Adjustment.

Topsoil placement using on site material available from stripping operations, shoulder fill and embankment fill shall not be paid for separately, but shall be included in the unit bid price for Item AR152480, Shoulder Adjustment.

Furnishing and placing topsoil from an offsite source shall not be paid for separately, but shall be included in the unit bid price for Item AR152480, Shoulder Adjustment.

Payment will be made under:

ITEM AR152410 UNCLASSIFIED EXCAVATION – PER CUBIC YARD.
ITEM AR152480 SHOULDER ADJUSTMENT – PER SQUARE YARD.

ITEM 156 – EROSION CONTROL

DESCRIPTION

156-1.1

ADD:

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

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

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

BASIS OF PAYMENT

156-5.1

ADD:

Inlet protection shall be paid for under Silt Fence, per linear foot.

Payment will be made under:

ITEM AR156510 SILT FENCE – PER LINEAR FOOT.

ITEM 208 – AGGREGATE BASE COURSE

MATERIALS

208-2.1 UNCRUSHED COARSE AGGREGATE

DELETE: This section.

208-2.2 CRUSHED COARSE AGGREGATE

DELETE: Sections A, B, C and E. Only materials meeting the requirements of Section D, Crushed Slag, shall be allowed for use on this project. The Contractor shall also ensure that the materials meet the requirements set forth in IDOT Bureau of Materials and Physical Research Policy Memoranda 9-08.0 and 13-08.0.

208-2.3 GRADATION

DELETE: Gradation C in Table 1.

CONSTRUCTION METHODS

208-3.5 FINISHING AND COMPACTING

ADD:

The new base course materials shall be compacted to not less than 100% of maximum density at optimum moisture as determined by compaction control tests specified in Division VII for aircraft with gross weights of less than 60,000 lbs (Standard Proctor ASTM D698).

The Contractor shall submit copies of all density test results for each lift to the Resident Engineer prior to acceptance testing.

DELETE: Second sentence, third paragraph and REPLACE with:

When the rolling develops irregularities that exceed 3/8 inch when tested using an acceptable method, the irregular surface shall be loosened, refilled with the same kind of material as that used in constructing the course, and rolled again as required.

BASIS OF PAYMENT

208-5.1

ADD:

Regrading and compaction of existing base course materials to remain, such as in pavement replacement areas on the parking apron, shall not be measured for payment and shall be considered incidental to item AR501900, PCC Pavement Removal.

Payment will be made under:

ITEM AR208604 AGGREGATE BASE COURSE – PER SY.

ITEM 208515 – POROUS GRANULAR EMBANKMENT

DESCRIPTION

208-1.1

ADD:

This work shall consist of furnishing and placing porous granular embankment in undercut areas as detailed in the plans. The plan quantity of undercut and Porous Granular Embankment backfill was designed to offset the additional weight of the aggregate fill materials being used to replace the slab-jacking materials and restore grade. Undercut depths shown in the plans are from the top of the existing base course materials.

An additional 10 percent has been added to the plan quantity in the event unsuitable materials are discovered at undercut depth.

MATERIALS

208-2.1 UNCRUSHED COARSE AGGREGATE

DELETE: This Entire Section.

208-2.3 GRADATION

DELETE: This Entire Section.

ADD:

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

Gradation for Porous Granular Embankment shall be as follows:

Sieve	Percent Passing
3 inch	100
2 ½ inch	90-100
2 inch	45-75
1 ½ inch	0-30
1 inch	0-6
IDOT Gradation	CA-1

CONSTRUCTION REQUIREMENTS

208-3.2 PREPARING UNDERLYING COURSE

DELETE: This Entire Section.

208-3.3 METHODS OF PRODUCTION

DELETE: This Entire Section.

208-3.4 PLACING

DELETE: This Entire Section.

ADD: paragraph (D):

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

208-3.5 FINISHING AND COMPACTING

DELETE: Fifth sentence, first paragraph.

ADD:

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

Capping aggregate will not be required when embankment meeting the requirements of Section 208 of the Standard Specifications or granular subbase is placed on top of the porous granular embankment. Capping aggregate (two (2) inch depth) meeting the requirements of Section 208 of the Standard Specifications will be required when embankment meeting the requirements of Section 152 of the Standard Specifications is placed on top of the porous granular embankment.

DELETE: Second paragraph.

METHOD OF MEASUREMENT

208-4.2

DELETE: This Entire Section.

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

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

The Contractor shall furnish approved duplicate load tickets upon which is recorded the net weight of the aggregates in each truck. The Contractor shall submit one (1) load ticket to the Resident Engineer, or his/her duly authorized representative, at the job site when the truck load is incorporated into the base.

BASIS OF PAYMENT

208-5.1

DELETE: Entire Section.

ADD:

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

Payment will be made under:

ITEM AR208515 POROUS GRANULAR EMBANKMENT – PER CUBIC YARD.

ITEM 501 – PORTLAND CEMENT CONCRETE PAVEMENT – METHOD I

MATERIALS

501-2.3 CEMENTITIOUS MATERIAL

ADD to Section A:

At the Contractor's option, Type III cement conforming to the requirements of ASTM C 150 may be used.

501-2.4 PREMOLDED JOINT FILLER

REWRITE the first sentence to read:

Premolded joint filler for expansion joints shall be a flexible foam expansion joint composed of isomeric polymers in a very small, closed cell structure and shall meet the requirements of ASTM D-1752, Sections 5.1 through 5.4, with the compression requirement modified to 10 psi (7.03 g/mm²) minimum and 25 psi (17.58 g/mm²) maximum. Expansion joint shall be Ceramar by W.R. Meadows, or approved equivalent.

501-2.9 COVER MATERIAL FOR CURING

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

REVISE: (a) as follows:

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

CONSTRUCTION METHODS

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

ADD:

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

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

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

501-3.6(A) PROPORTIONS

DELETE: First sentence, first paragraph and REPLACE with:

Proportioning requirements for the concrete shall be designed for a field compressive strength of at least 3,500 psi at three (3) days and 4,000 psi at 28 days for pavements designed for aircraft weighing less than 60,000 pounds. The contractor shall proportion the concrete mixture to ensure the required compressive strength in any manner he sees fit, including, but not limited to, using higher amounts of cement, admixtures or high-early strength cement. Mix designs shall be approved by the Engineer.

DELETE: Last sentence, second paragraph and REPLACE with:

Compressive strength shall be as specified at **3 days** and **28 days** using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

REVISE: First sentence, ninth paragraph as follows:

Test Batch: At least **14 days** prior to the start of production, the Contractor and/or producer shall prepare a Test Batch under the direction of the Engineer.

REVISE: Subsection B, Paragraph 4 as follows:

Once the concrete conforms to TABLE 1, cylinders shall be made for testing at **1, 2, 3, 7, 14 and 28 days**. With permission from the Engineer at the time of the Test Batch, the maximum slump may be exceeded provided the maximum allowable water-cementitious ratio is not exceeded. In addition, the Contractor should be aware that if the Test Batch concrete does not obtain 3,900 psi at **3 days**, a new Test Batch shall be required at the Contractors expense.

501-3.6(B) PROPORTIONS

DELETE: This Section.

501-3.7 FIELD TEST SPECIMENS

REVISE: All references to strength testing at 28 days to strength testing at **3 days and 28 days**. Samples shall be taken for testing at 1, 3, 7, 14 and 28 days to monitor concrete strength growth and quality control. Concrete shall have a compressive strength of 3,500 psi at 3 days and 4,000 psi at 28 days.

501-3.12 JOINTS

ADD: To the end of the paragraph (B) Installation:

Protection of previously sawed joints from slip-form operations shall be provided in the form of rubber mats or other means acceptable to the Engineer. The Contractor shall be required to place rubber mats (or other approved material) along the pavement edge prior to drilling dowel bar holes. In addition, any damage to the pavement caused by the drilling operation shall be repaired to the satisfaction of the Engineer at no additional cost to the contract.

501-3.14 SURFACE TEXTURE

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

501-3.17 CURING

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

501-3.24 PROTECTION OF PAVEMENT AGAINST RAIN

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood plank having a nominal thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as curing paper or polyethylene sheeting material for the protection of the surface of the pavement. The metal forms, wood planks and curing paper shall be kept on trucks or towable vehicles, within reasonable hauling distance, at a site shown on the plans, or as designated by the Engineer. Or, as an alternate, rolled polyethylene sheeting of sufficient length and width may be used without the temporary side forms and if properly anchored, to cover the plastic concrete slab and exposed edge. The sheeting may be mounted on either the paver or a separate moveable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete

with the protective covering. All pavement damaged shall be removed and replaced at no additional cost to the contract.

501-3.25 REMOVAL OF DEFECTIVE WORK

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

501-3.26 REPAIRING SPALLS ALONG JOINTS.

Where directed, spalls along joints of existing slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least 1 inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint shall be chipped out to remove all unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff bristle brush, pooling of epoxy resin shall be avoided. The cavity shall be filled with a Grade III epoxy resin. Epoxy resin mortars shall be made with Type III, Grade I, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches (50 mm) thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140° F (60° C) at any time during hardening. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

METHOD OF MEASUREMENT

501-4.1

ADD:

The quantity of PCC spall repair shall be the number of square feet of spall repair performed as specified, in place, completed and accepted by the Resident Engineer. Only existing spalls designated by the engineer for repair shall be measured. Any edge spall that has been caused by the contractor's operation and subsequently repaired shall not be measured for payment. Sealing joints along spalls shall not be measured for payment but shall be considered incidental to the spall or panel replacement.

The quantity of reinforcing mesh shall be the number of square yards of reinforcing mesh (welded wire fabric) installed in accordance with the specifications and as detailed in the plans and accepted by the Resident Engineer.

The quantity of 6" PCC to 8" PCC pavement transition shall be the number of square yards of PCC pavement placed and accepted by the Resident Engineer. This pavement shall be measured as 8" PCC Pavement.

Thickened edge pavement at expansion joints shall be measured as the number of square yards of PCC pavement at the base thickness (from which the thickening occurs).

BASIS OF PAYMENT

501-5.1 GENERAL

ADD:

The quantity of PCC spall repair measured as outlined in Section 501-4.1 shall be paid for at the contract unit price for the area that is completed and accepted by the Resident Engineer. 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.

The quantity of reinforcing mesh shall be paid for at the contract unit price for the area that is completed and accepted by the Resident Engineer. 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.

Transition from 6" to 8" PCC Pavement shall be paid for at the contract unit price as if the pavement were 8-inches thick.

No additional compensation will be paid for thickened edge PCC pavement at expansion joints and the pavement will be paid for at the contract unit price for the base pavement thickness (from which the thickening occurs).

Payment will be made under:

ITEM AR501506	6" PCC PAVEMENT – PER SQUARE YARD.
ITEM AR501508	8" PCC PAVEMENT – PER SQUARE YARD.
ITEM AR501530	PCC TEST BATCH – PER EACH.
ITEM AR800009	PCC SPALL REPAIR – PER SQUARE FOOT.
ITEM AS800021	REINFORCING MESH-6" PCC PVMT – PER SQUARE YARD.
ITEM AT800022	REINFORCING MESH-8" PCC PVMT – PER SQUARE YARD.

501-5.2

DELETE: This Section.

ITEM 501900 – REMOVE PCC PAVEMENT

DESCRIPTION

501-1.1

ADD: To the second sentence.

The types of materials to be removed consist of PCC pavement (± 6 " average thickness), a urethane foam slab-jacking material and grout jacking materials. Pavement structure information was taken from airport records, data supplied by airport personnel and soil borings. The Contractor shall verify the type and thickness of materials to be removed. **No additional compensation will be allowed for any variations in the pavement sections actually encountered.**

CONSTRUCTION METHODS

501-3.1

ADD:

The existing pavement areas to be removed shall be done in such a manner as to prevent damage to the adjacent structures and pavement. All pavement and base material removed shall be disposed of off airport property. All edges adjacent to existing pavements shall be saw cut full depth prior to removal as directed by the Engineer.

METHOD OF MEASUREMENT

501-4.1

ADD:

The area of pavement removal shall be measured by the number of square yards of pavement removed, and properly disposed, as shown on the plans or as directed by the Resident Engineer. Removal of the slab-jacking materials underlying the PCC pavement shall be included as part of the pavement removal.

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

BASIS OF PAYMENT

501-5.1

ADD:

Payment shall constitute full compensation for pavement removal, saw cutting and disposal of the removed materials, including all labor, tools, equipment and incidentals necessary to complete this item of work. Any work grading and recompacting of existing granular base course to proper grade shall not be paid for separately but shall be considered incidental to pavement removal. The costs to remove the slab-jacking materials shall be considered incidental to the PCC pavement removal and no additional payment will be made.

Payment will be made under:

ITEM AR501900 REMOVE PCC PAVEMENT – PER SQUARE YARD.

ITEM 605 – SILICONE JOINT SEALING FILLER

CONSTRUCTION METHODS

605-3.4 PLACING JOINT SEALER

ADD:

The joint sealant shall be applied in a continuous operation to properly fill and seal the joint to the dimension shown in the plans. The sealant shall be applied such that it is slightly concave approximately $\frac{1}{4}$ " to $\frac{1}{2}$ " below the pavement surface.

The sealant shall be applied in a continuous operation, pumped directly from the original container using an approved mechanical device that will force the sealant to the top of the backer rod and completely fill the joint without spilling the material on the surface of the pavement, and shall adhere to the concrete (Portland Cement Concrete and/or Bituminous Concrete as the case may be) and shall be free of voids. The gun grade sealant shall be tooled, forcing it against the joint faces with an appropriate tool, to produce a slightly concave surface approximately $\frac{1}{4}$ " below the pavement surface. Tooling shall be accomplished before a skin forms on the surface, usually within 10 minutes of application. Sealant which does not bond to the concrete (Portland Cement Concrete and/or Bituminous Concrete as the case may be) surface of the joint walls, contains voids, or fails to set to a tack-free condition will be rejected and replaced by the Contractor at no additional cost. During the course of the work any batches that do not have good consistency for application shall be replaced. Excess sealant on the pavement surface shall be immediately removed.

Traffic shall be restricted from the pavement for a minimum of three hours or as specified by the joint seal manufacturer. In the event that the preformed longitudinal joint seal is cut to allow the installation of the continuous preformed transverse joint seal, the joint intersection shall be sealed to prevent the intrusion of surface water.

METHOD OF MEASUREMENT

605-4.1

DELETE: Entire Paragraph and REPLACE with:

The joint sawing and sealing for the proposed PCC Pavement shall be incidental to Items AR501506 and AR501508. No separate measurement for payment will be made for this item.

BASIS OF PAYMENT

605-5.1

DELETE: Entire Paragraph and REPLACE with:

Payment for joint sealing in the new PCC Pavement shall be incidental to Items AR501506 and AR501508.

ITEM 620 – PAVEMENT MARKING

MATERIALS

620-2.2 PAINT

ADD:

All paint shall be waterborne.

Red and Green Paint shall conform to Federal Specification TT-P-1952D, Type 1.

The paint shall contain no lead, chromium, cadmium or barium.

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 Engineer. Quantities will not be distinguished between red, white, green and yellow colors of paint.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR620520	PAVEMENT MARKING – WATERBORNE – PER SQUARE FOOT.
ITEM AR620525	PAVEMENT MARKING – BLACK BORDER – PER SQUARE FOOT.

DIVISION IV – DRAINAGE

ITEM 705 – PIPE UNDERDRAINS FOR AIRPORTS

DESCRIPTION

705-1.1

ADD:

This item shall consist of the installation of 6" Perforated underdrain and fabric envelope, concrete headwalls for underdrains and replacement of an existing underdrain cleanout at the locations shown in the plans.

MATERIALS

705-2.5 POROUS BACKFILL

DELETE: This entire Section and REPLACE with:

Porous backfill shall be free of clay, humus, or other objectionable matter, and shall also conform to particle size specified.

Porous backfill material shall conform to the requirements for IDOT CA-7.

705-2.12 CORRUGATED POLYETHYLENE (PE) TUBING AND IGS FITTINGS

DELETE: This entire Section and REPLACE with:

Perforated PVC Pipe: The pipe shall be according to AASHTO M278, except it shall be made of PVC plastic having a minimum cell classification of 12454-C or 12364-C according to ASTM D1784.

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

DELETE: This entire Section.

705-2.15 UNDERDRAIN TRENCH ENVELOPE

ADD:

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

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

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

- 1/ For woven fabric, test results shall be referenced to orientation with warp or fill, whichever the case may be. Both woven and nonwoven fabrics shall be tested wet.
2/ Manufacturer's certification of fabric to meet requirements.

CONSTRUCTION METHODS

705-3.3 LAYING AND INSTALLING PIPE

REVISE this section to read:

Perforated PVC pipe underdrain shall be constructed as follows:

Trenches shall be excavated to the dimensions and grades required by the plans or as directed by the Engineer.

Trenches shall be lined with the underdrain trench envelope prior to placing any stone or underdrain. A 2-foot minimum lap of material is required where breaks in the fabric occur. Prior to installing the pipe, a 4" layer of porous backfill meeting the requirements of Paragraph 2.5 shall be constructed in the bottom of the trench.

Perforated PVC Pipe shall be seated in the porous backfill and held firmly in place, while porous backfill meeting the requirements of Paragraph 2.5 is placed to a height of 5 inches ± 1 inch above the pipe. After the first lift is compacted to the satisfaction of the Engineer, the remainder of the backfill shall be placed and compacted. The underdrain trench envelope is then folded over the backfilled trench and weighted down with 1" to 2" of porous backfill.

Perforated PVC pipe shall be laid true to grade as detailed on the plan sheets.

The Contractor shall be required to establish control grade on the underdrain pipe to ensure the pipe is installed at the proper elevation. Contract grade elevations are to be provided to the resident engineer upon request.

705-3.6 BACKFILLING

ADD:

Backfilling material for voids left by underdrain removal under proposed pavement areas shall consist of IDOT CA-6 material compacted to 95% of the maximum density in accordance with ASTM D-698 (Standard Proctor). This cost shall be considered incidental to the associated pay item.

METHOD OF MEASUREMENT

705-4.1

ADD:

Underdrain shall be measured by the linear foot, in-place and accepted for perforated underdrain. No separate measurement will be made for direct connections, fabric envelope, trench backfill, fittings or pipe end plugs.

BASIS OF PAYMENT

705-5.1

ADD:

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

Payment will be made at the contract unit price per linear foot of 6" Perforated Underdrain.

Payment will be made at the contract unit price per each for Concrete Headwall for Underdrain.

Payment will be made at the contract unit price per each for Replace Underdrain Cleanout.

These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

ITEM AR705506	6" PERFORATED UNDERDRAIN – PER LINEAR FOOT.
ITEM AR705610	CONCRETE HEADWALL FOR UNDERDRAIN – PER EACH.
ITEM AR705924	REPLACE UNDERDRAIN CLEANOUT – PER EACH.

DIVISION V – TURFING

ITEM 904 – SODDING

MATERIALS

904-2.2 LIME

DELETE: Entire Section

CONSTRUCTION METHODS

904-3.1 GENERAL

DELETE: First paragraph.

ADD:

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

904-3.2 PREPARING THE GROUND SURFACE

ADD:

The areas to be sodded shall be stripped of vegetation, in accordance with Item 152, thoroughly disced or scarified to a 4" minimum depth, and brought to grade with topsoil as described in Item 152 – Excavation and Embankment.

904-3.5 LAYING SOD

ADD:

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

METHOD OF MEASUREMENT

904-4.1

ADD:

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

BASIS OF PAYMENT

904-5.1

ADD:

Payment will be made under:

ITEM AR904510 SODDING – PER SQUARE YARD.

ITEM 905 – TOPSOILING

DESCRIPTION

905-1.1

ADD:

The topsoil shall be obtained from an approved offsite source. The material shall be furnished, placed and finished to the grades as shown on the plans or as directed by the Engineer.

METHOD OF MEASUREMENT

905-4.1

ADD:

The yardage of topsoil obtained off the site shall not be measured for payment but shall be considered incidental to Item AR152480 Shoulder Adjustment.

BASIS OF PAYMENT

905-5.1

DELETE: Entire Section

ADD:

No separate payment for topsoil shall be made and topsoil shall be considered incidental to Item AR152480 Shoulder Adjustment.

DIVISION VI – LIGHTING INSTALLATION

ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1

ADD:

Airfield lighting improvements shall include:

1. Adjustment of existing base mounted runway lights.

ADD: The existing base mounted lights shall be vertically adjusted as shown in the details provided in the plan drawings.

The Contractor will be required to collect the elevations of the existing light bases prior to adjusting the units, and determine the correct vertical adjustment dimension based on the proposed grades and the adjustment details presented in the plans.

The Contractor shall be responsible for removing the fixtures noted in the plan drawings, placing a protective cover over the remaining base can to prevent dirt or other debris from entering the base during the course of the work and replacing the fixtures at the completion of the project. The Contractor shall also be required to ensure that all circuits for the runway lighting and other navigational aids have been turned off to prevent the accidental powering of the circuits during the course of the runway closure.

EQUIPMENT AND MATERIALS

125-2.12 SAND

ADD:

Sand for backfill under the adjusted base can shall be IDOT FA-1 or FA-2 Quality Class C. The Resident Engineer shall approve the material prior to use.

CONSTRUCTION METHODS

125-3.2 PLACING LIGHTS

ADD:

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

125-3.3 MAINTENANCE OF AIRFIELD LIGHTING DURING CONSTRUCTION

ADD:

The Contractor shall maintain lighting of the runway and taxiways within the construction area during the various phases of the work at all times throughout the duration of the contract. He shall be responsible for removing those fixtures noted in the plans and placing a protective cover over the remaining base can to prevent dirt and other debris from entering the base. At the completion of work and prior to the reopening of the runway, the fixtures shall be re-installed. Each fixture removed and reinstalled shall have each connector plug sealed by means of a heat shrinkable tube with internal adhesive covering the entirety of

each plug. There are two connectors per fixture.

The Contractor shall be responsible for shutting down power to the runway lighting circuit and other navigational aids at the beginning of construction and restoring power at project completion and reopening of the runway.

125-3.4 VERTICAL LIGHT ADJUSTMENTS

ADD:

(i) General

The Contractor shall exercise care in the vertical adjustment of all existing lights. Any damaged units shall be replaced with new equipment to the satisfaction of the Airport at no additional cost to the contract.

The existing lights shall be adjusted to true line and grade. The elevated lights shall be placed in a straight line to the satisfaction of the Resident Engineer and Airport Management.

The Contractor shall determine the amount of adjustment based on the proposed edge of pavement profile, the existing base elevation and the details as shown on the plans. The Contractor shall provide the Resident Engineer a table showing the existing light elevation, the proposed elevation computed based on the proposed edge of pavement profile and the computed adjustment amount. No light adjustments shall proceed until the Resident Engineer reviews the light adjustment calculations furnished by the Contractor. The tolerance of the light adjustment elevation shall be plus or minus one half inch of the intended plan adjustment elevation. The plan elevation is defined as the elevation of the adjacent finished pavement elevation minus 0.625 feet.

At the discretion of the Contractor, the base mounted light adjustment may occur prior to or after the shoulder embankment material is placed.

(ii) Existing Base Mounted Light Adjustments

Prior to placing the shoulder embankment material, the top elevations of the existing light bases shall be electronically recorded. The base can shall then be excavated, taking care not to damage the lighting circuit, and a sand bed of the thickness required to raise the light to the proper elevation shall be placed. The sand bed shall be thoroughly tamped to prevent displacement when setting the base can in place. The Contractor shall strive to maintain alignment with the adjacent edge lights when resetting the base. The cable entrances to the base can shall be sealed with duct seal. Earth backfill shall then be placed around the can in lifts not exceeding eight (8) inches. The transformer shall be plugged in, the connectors sealed with heat shrink tubing with internal adhesive and the fixture replaced on the base can.

METHOD OF MEASUREMENT

125-4.1

DELETE: Entire Section.

ADD: The quantity of base mounted light adjustments shall be measured by the unit completed in place, ready for operation and accepted by the Resident Engineer. Heat shrink tubing required to seal each connector shall not be measured for payment.

If the adjustment method requires the Contractor to excavate and expose existing cable adjacent to the existing light, the excavation shall not be measured for payment but included in the unit cost of the light adjustment.

Sand and compaction shall not be measured for payment.

The quantity of fixtures removed and reinstalled to protect them during construction shall not be measured for payment but shall be considered incidental to the contract. Covers to prevent debris from entering the base cans shall also be considered incidental to the contract. Heat shrink tubing required to seal each connector shall not be measured for payment.

Powering down and restoring power to the runway lighting circuit and other navigational aids to prevent unauthorized landings during the runway closure shall be considered incidental to the contract and shall not be measured for payment.

BASIS OF PAYMENT

125-5.1

The accepted quantities of base mounted light adjustments will be paid for at the contract unit price per each complete and in place. These prices shall be full compensation for furnishing all materials and for all preparation, surveying and grade calculations, removals, excavations, and for all labor, equipment, tools, and incidentals necessary to complete this item

Payment will be made under:

ITEM AR125942 ADJUST BASE MOUNTED LIGHT – PER EACH.

IDOT DIVISION OF AERONAUTICS POLICY MEMORANDA

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

POLICY MEMORANDUM

January 1, 2007

Springfield

07-21

TO: REGIONAL ENGINEERS, HIGHWAY BUREAU CHIEFS, AND
MANUFACTURERS AND SUPPLIERS OF FINELY DIVIDED MINERALS

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

DEFINITIONS

Department - Illinois Department of Transportation.

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

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

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

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

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

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

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

Cement - Portland cement.

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

Microsilica - An amorphous silica of high silica content and purity possessing high pozzolanic activity.

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

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

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

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

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

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

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

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

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

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

NIST - National Institute of Standards and Technology.

CCRL - Cement and Concrete Reference Laboratory.

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

1.0 PURPOSE

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

2.0 SCOPE

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

3.0 SPECIFICATION REQUIREMENTS, SAMPLING, AND TEST PROCEDURES

- 3.1 **Finely Divided Minerals** used on **Department** projects shall meet the material requirements of the **Department's** "Standard Specifications for Road and Bridge Construction (January 1, 2007)" and current special provisions.

4.0 APPROVED SOURCE PROCEDURE

- 4.1 A **Manufacturer** or **Supplier** requesting **Source** approval of a **Finely Divided Mineral** shall provide the following to the **Bureau**:

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

At the time of application, the **Manufacturer** or **Supplier** shall obtain a **Preliminary (PRE) Grab Sample** of the **Finely Divided Mineral** from current production. The **Manufacturer** or **Supplier** shall split the **PRE Sample** and place one portion in an airtight container and deliver it to the **Bureau**. A sample of the **Reference Material** used by the **Manufacturer** or **Supplier** for testing shall be included. The **Manufacturer** or **Supplier** shall assume the cost to deliver the samples to the **Bureau**. The size of the **Bureau's** portion of the **PRE Sample**, and the **Reference Material**, shall not be less than 3 kg (6 lb.) each and the samples shall be properly identified as required in Attachment 1. The **Manufacturer** or **Supplier** shall test the retained portion of the **PRE Sample** for the standard physical and chemical properties listed in the applicable specification in Section 3.0 and deliver a copy of the test results to the **Bureau** for comparison.

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

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

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

4.2 Quality Control Requirements for **Approved Sources**:

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

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

4.3 Reporting Requirements for **Approved Sources**:

The **Manufacturer** or **Supplier** shall deliver a test report to the **Bureau** which lists the results of all **Grab** and/or **Composite Samples** taken and tested for the specified reporting period.

For **Fly Ash**, the report shall be monthly, and shall be delivered no later than forty calendar days after the end of the month. If the **Fly Ash Source** is sampling more frequently than once per month according to ASTM C 311, then the report shall be delivered no later than forty calendar days after the end of the composite date. If the deadline falls on a Saturday, Sunday, or State Holiday, the deadline shall be the next work day.

For **GGBF Slag**, **HRM**, and **Microsilica**, the report shall be quarterly and shall be delivered no later than forty calendar days after the end of each quarter. For the purpose of the reports, the quarters shall end March 30, June 30, September 30, and December 31. If the deadline falls on a Saturday, Sunday, or State Holiday, the deadline shall be the next work day.

Sampling, testing, and reporting shall be done according to the applicable specification in Section 3.0.

4.4 Record Requirements for **Approved Sources**:

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

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

4.5 Sampling and Test Requirements for **Approved Sources**:

For **Fly Ash**, each February, May, August, and November, the **Supplier** shall obtain a **Process Control (PRO) Grab Sample**.

For **GGBF Slag, HRM, and Microsilica**, each January, April, July, and October, the **Manufacturer** or **Supplier** shall obtain a **PRO Grab Sample**.

The **PRO Grab Sample** shall be split for testing by the **Manufacturer** or **Supplier** and the **Bureau**. At this time, a sample of the current **Reference Material** used by the **Manufacturer** or **Supplier** for testing shall also be split.

The **Bureau** may require that more frequent **PRO Grab Samples** be obtained and tested. Increasing the sampling frequency may be required due to significant changes in the material or process, variations in test results between the **Bureau** and **Manufacturer** or **Supplier**, field test results, or other reasons as determined by the **Bureau**. The **Bureau** samples shall be placed in airtight containers, properly identified on form BMPR CM01 (www.dot.il.gov/materials/materialforms.html), and delivered to the **Bureau** no later than the last work day of the month. Each **Finely Divided Mineral** sample and **Reference Material** sample shall not be less than 3 kg (6 lb).

The **Manufacturer** or **Supplier** shall test the retained portion of each **PRO Sample**, using the retained portion of the **Reference Material**, for the standard physical and chemical properties listed in the applicable specification in Section 3.0. When all tests are completed, the **Manufacturer** or **Supplier** shall record the test results on a report form that identifies the sample as a **PRO Sample**, and deliver the report to the **Bureau** no later than the last work day of the following month from the date of sample.

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

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

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

listed in the applicable specification and deliver the test results to the **Bureau**, as specified in Section 4.5, for comparison and compliance with Section 3.0.

Random **Investigation (INV) Samples** of the **Finely Divided Minerals** and the project **Cement** will be obtained at final destination by a representative of the **Department**. The representative will either take or witness the taking of the **INV**

Samples. **INV Samples** will be **Grab Samples** and shall not be less than 3 kg (6 lb). (Note: **Cement** samples will be taken according to ASTM C 183). The

sampling location and frequency for obtaining **INV Samples** will be determined by the **Bureau** in consultation with the district offices.

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

4.7 Revocation of **Approved Source** Status:

Failure of a **Manufacturer** or **Supplier** to meet the requirements of Sections 3.0 and 4.0 of this policy memorandum will be sufficient cause to revoke **Approved Source** status. However, a total of three late submittals in a twelve month period for any of the following: test report (**Grab** or **Composite Samples**), **PRO Sample**, or **PRO** test results will be permitted. Revocation will occur if a fourth late submittal occurs in a twelve month period. The **Manufacturer** will be notified in writing when the third late submittal in a twelve month period occurs.

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

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

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

5.0 UNAPPROVED SOURCE PROCEDURE

5.1 A **Manufacturer** or **Supplier** requesting approval of a **Finely Divided Mineral** from an **Unapproved Source** shall provide the following to the **Bureau**:

- (1) The **Manufacturer's** or **Supplier's** name and location.
- (2) The **Source** name, location (station), and number of generating units.
- (3) The name of the **Finely Divided Mineral** and its class or grade.

- (4) A current test report, in English, which indicates the standard physical and chemical composition of the **Finely Divided Mineral** as per Section 3.0.
- (5) The transportation method and location at which an inspector from the **Bureau** will be able to obtain **Acceptance (ACC) Samples**.
- (6) If requested by the **Bureau**, the **Manufacturer** or **Supplier** shall deliver to the **Bureau** a 24-hr **Composite Preliminary (PRE) Sample** of the **Finely Divided Mineral** from current shipments. The **Manufacturer** or **Supplier** shall assume the cost to deliver it to the **Bureau**. The size of the **PRE Sample** shall not be less than 3 kg (6 lb) and the sample shall be properly identified as required in Attachment 1.

5.2 Sampling and Test Requirements for **Unapproved Sources** in North America:

- (1) **Finely Divided Minerals** from an **Unapproved Source** will be sampled, tested, and approved by the **Bureau** before use on **Department** projects. The **Bureau** has the option to affix a seal to secure **Finely Divided Minerals** in storage (e.g. silo, truck, railroad car, or barge) until the **Bureau's** testing is completed.
- (2) Upon arrival of the **Finely Divided Mineral** to Illinois, an inspector from the **Bureau** will obtain **Acceptance (ACC) Grab Samples** according to the applicable specifications. The **Bureau** will determine the number of representative samples required.
- (3) The **Manufacturer** or **Supplier** may request the **Bureau** to sample the **Finely Divided Mineral** prior to arrival in Illinois. In the event the request is approved, the **Manufacturer** or **Supplier** shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the **Department** inspector. If the **Department** determines that it lacks the resources to accomplish out-of-state inspection, the **Finely Divided Mineral** may be sampled and tested according to the procedures in Section 5.3.
- (4) **Acceptance (ACC) Samples** will be tested by the **Bureau** for conformance to Section 3.0, and to approve the **Finely Divided Mineral** for use on **Department** projects.
- (5) **Random Investigation (INV) Samples** of **Finely Divided Minerals** may be obtained at final destination by a representative of the **Department**. The representative will either take or witness the taking of the **INV Samples**. **INV Samples** will be **Grab Samples** and will be taken according to the applicable specification. The sampling location and frequency for obtaining **INV Samples** will be determined by the **Bureau** in consultation with the district offices. The **Bureau** will use **INV Samples** to verify that the **Finely Divided Mineral** shipped meets the requirements of Section 3.0.

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

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

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

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

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

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

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

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

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

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

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

6.0 ACCEPTANCE OF FINELY DIVIDED MINERALS

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

7.0 REJECTION OF FINELY DIVIDED MINERALS

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



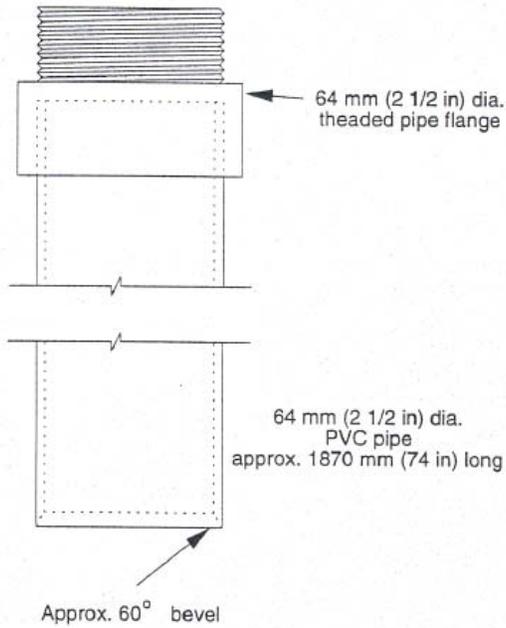
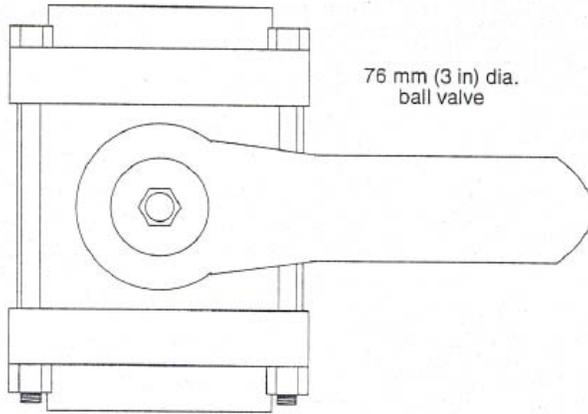
David L. Lippert, P.E.
Acting Engineer of Materials
and Physical Research

Attachment

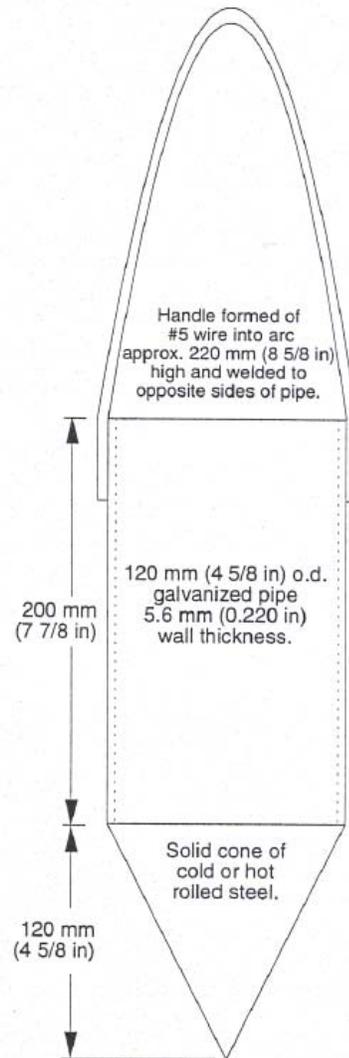
This policy memorandum supersedes Policy Memorandum 06-03 dated January 1, 2006.
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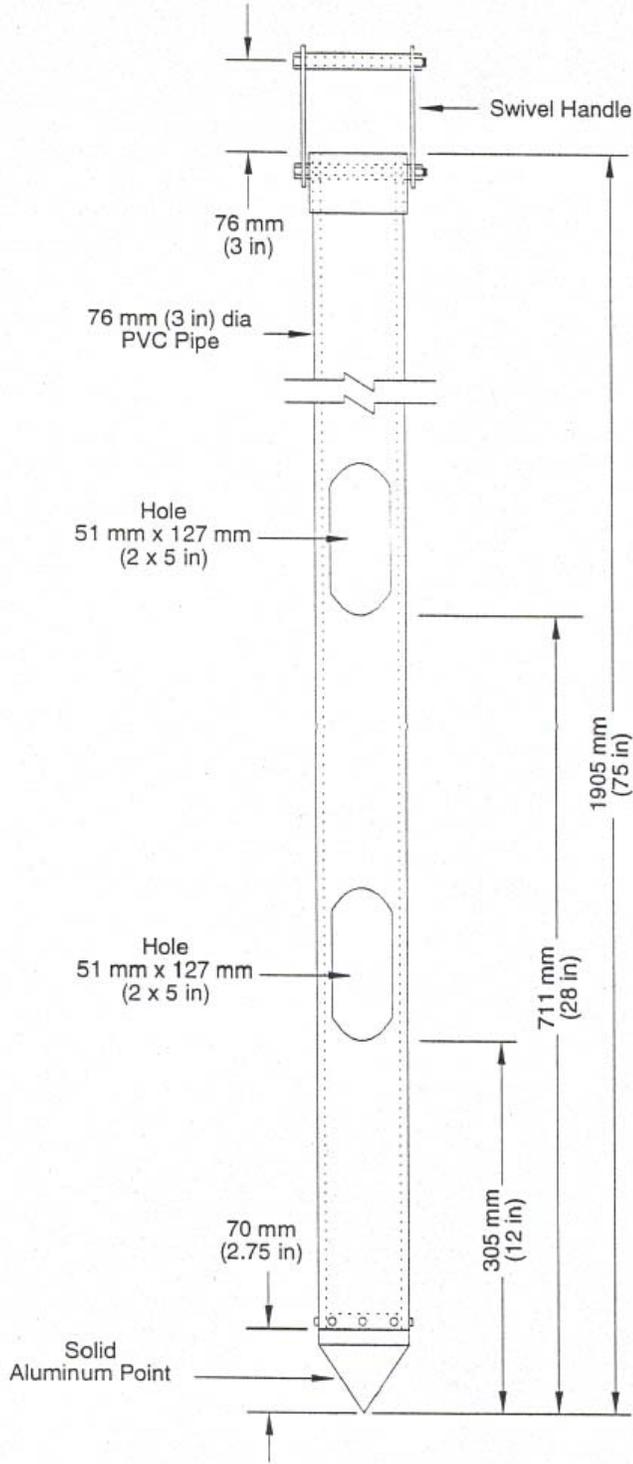
Vacuum Type Bulk Cement Sampler



Drop Type Bulk Cement Sampler



Note:
Total mass weight of sampler not less than 6 kg (13 lb)



Tube Type Bulk Cement Sampler

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

April 1, 2010

Springfield

Number: **87-3**

TO: CONSULTING ENGINEERS

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

I. SCOPE

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

II. MIX DESIGN

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

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

III. TEST BATCH

At least 28 days prior to the start of production, the contractor and/or producer shall prepare a Test Batch under the direction of the Engineer. The Test Batch shall be prepared at the concrete plant proposed for use in the production of the concrete mix for

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

A. Proportioning

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

B. Preparation of the Mix:

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

- 4.) The Proportioning Technician shall complete Form AER M-7, Plastic Concrete Air, Slump and Quantity and Form AER M-6, Concrete Moisture Determination (Adjusted Oven Dry Method), to be given to the Resident Engineer after completion of the Test Batch. The Flask Method, Dunagan Method, and Pycnometer Jar Method are also acceptable test methods for the determination of aggregate moisture.
- 5.) The Resident Engineer and contractor shall each independently complete Form AER M-4, Concrete Plant Production, Mix Verification.
- 6.) The concrete test cylinders and/or beams shall be tested at 3, 7, 14 and 28 days to establish a growth curve of concrete strength vs. age. The compressive strength shall be at least 800 psi, over the specified strength, at 28 days. Flexural strength concrete shall have at least 100 psi over the specified strength at 28 days.

IV. QUALITY CONTROL

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

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

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

A. Duties of the Proportioning Technician:

- 1.) Check and maintain shipment tickets of each material used in the manufacture of the concrete. These tickets are to be given to the Resident Engineer for each day's production of concrete. The aggregates shall indicate the quality on the ticket and a statement that the coarse aggregate is a non "D" cracking (freeze-thaw rated by IDOT) aggregate. In lieu of having these statements on each ticket, the contractor may use the Division's Aggregate Certification of Compliance form, or supply the Resident Engineer with a certification letter indicating the stone quality and statement of non "D" cracking compliance.

- 2.) Inspect and maintain proper storage of all aggregates and materials daily.
- 3.) Perform at least one (1) sieve analysis for each aggregate daily.
- 4.) Inspect all weighing or measuring devices daily.
- 5.) Twice daily check the actual weighing or measuring of aggregates, cement, water, and admixtures for conformance to adjusted batch proportions. Record data on Form AER-4, Concrete Plant Production, Mix Verification, and calculate the water/cement (or water/cementitious material) ratio.
- 6.) See that the volume of the batch does not exceed the allowable capacity of the mixer and that the proper mixing time is used.
- 7.) Make at least two (2) moisture tests of each aggregate daily and correct batch weights as required.
- 8.) Adjust the dosage rates of the admixtures as required to meet concrete temperature changes and paving conditions.
- 9.) Complete AER M-7, Concrete Air, Slump and Quantity, and Form AER-4, Concrete Plant Production, Mix Verification for each day's production and deliver same to the Resident Engineer at the end of the day for which the data pertains. Provide to the Resident Engineer load tickets for all aggregates, cement, and admixtures used in the mix.

The Resident Engineer will also be required to visit the plant twice daily on a random basis to record actual batch weights and complete Form AER-4, Concrete Plant Production, Mix Verification. Forms AER-4, AER -7, and AER -12 shall be submitted to the R.E. on a daily basis and then faxed by the R.E. to the Division of Aeronautics daily. (FAX is (217) 558-1328)

V. ACCEPTANCE TESTING

As required by Item 501-5.3 of the Standard Specifications, acceptance and payment of the final pavement is based on the strength of either cylinders or beams taken at random during the time of construction. The pavement shall be divided into Lots of 1200 cubic yards with sublots of 300 cubic yards each. The final subplot of the project shall be separated into an additional subplot if the concrete quantity is greater than or equal to 150.0 cubic yards. Otherwise, this remaining quantity shall be incorporated into the previous subplot.

One random sample (two cylinders or one beam) shall be obtained from each subplot for testing at 28 days to calculate final payment. At the time a subplot sample is taken, one (1) slump and one (1) air test shall be taken.

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

Lots and sublots shall not be separated by mix design or day of paving if the project is using more than one mix design. The grouping of Lots and sublots is to be done solely by the quantity of cubic yards poured on the project.

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

Supersedes Policy Memorandum 87-3, dated July 31, 2004.

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield

Number: **90-1**

TO: CONSULTING ENGINEERS

SUBJECT: Resampling and Retesting of PCC Pavement

I. PURPOSE

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

II. RESAMPLING AND RETESTING.

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

III. CALCULATION FOR PRICE ADJUSTMENT

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

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

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

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

**Illinois Department of Transportation
Division of Aeronautics
Materials Section**

POLICY MEMORANDUM

January 1, 2004

Springfield

Number 95-1

TO: CONSULTING ENGINEERS

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

I. SCOPE

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

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

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

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

II. APPARATUS REQUIRED

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

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

III. MIXER

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

IV. MIXING TIME REQUIREMENTS

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

V. PROCEDURE

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

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

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

a. Mixing Time

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

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

b. Sampling

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

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

c. Testing.

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

VI. CONCRETE UNIFORMITY REQUIREMENTS

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

Table 1. Requirements for Uniformity of Concrete

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

Note 1. Expressed as maximum permissible difference in results of tests of samples taken from three locations in the concrete batch.

Note 2. The average air content sample shall be the arithmetic average of two (2) tests.

Note 3. The average slump sample shall be the arithmetic average of two (2) tests.

Note 4. The average flexural strength of each sample shall be the arithmetic average of two (2) beam breaks. The average compressive strength of each sample shall be the arithmetic average of two (2) cylinder breaks.

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

Supersedes Policy Memorandum 95-1 dated January 1, 1995

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield, Illinois

Number 97-2

TO: CONSULTING ENGINEERS

SUBJECT: PAVEMENT MARKING PAINT ACCEPTANCE

I. SCOPE

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

II. RESIDENT ENGINEER'S DUTIES

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

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

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

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

Sampling Procedures for Each Paint Type:

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

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

III. TESTING

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

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

Supersedes policy memorandum 97-2 dated February 27, 2002

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield, Illinois

Number: 2001-1

TO: CONTRACTORS

SUBJECT: REQUIREMENTS FOR COLD WEATHER CONCRETING

I. PURPOSE

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

II. COLD WEATHER CONCRETING PLAN

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

III. MINIMUM REQUIREMENTS

A. Concrete Mix Manufacturing

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

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

B. Concrete Mix Temperature

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

C. Base Preparation

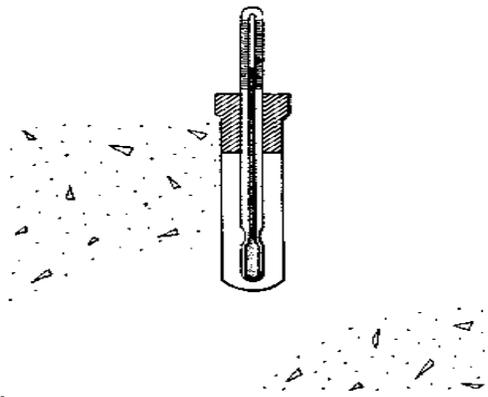
1. Paving or placing concrete on a frozen base, subbase, or subgrade is prohibited.
2. The base, subbase, or subgrade on which the concrete is to be placed shall be thawed and heated to at least 40°F. The method by which the base subbase or subgrade is to be heated shall be indicated in the contractor's cold weather concreting plan. Insulating blankets or heated enclosures may be required.

D. Concrete Protection and Curing

1. In addition to the curing options available in article 501-3.17 (a) (b), (c), and (d) of the Standard Specifications for Construction of Airports, the contractor shall protect the concrete in such a manner as to maintain a concrete temperature of at least 50°F for 10 days.
2. The method of concrete protection shall be by use of insulating layer or heated enclosure around the concrete. The method of protection shall be indicated in the contractor's cold weather concreting plan. When insulating layers are to be used, the thermal resistance to heat transfer (R Value in °F*hr*ft²/BTU) of the insulation material selected, shall be appropriate for the slab thickness being constructed and shall be indicated in the cold weather concreting plan.
3. Appendix A shows a chart and table taken from the American Concrete Institute specification, ACI 306 R Cold Weather Concreting, which may be used by the contractor in selecting the proper insulation (R Value) and insulating material which may be used.

E. In-Place Concrete Temperature Monitoring

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



5. The exact method for surface and sub-surface concrete temperature monitoring shall be indicated in the contractor's cold weather concreting plan. The maximum permissible difference between the interior and surface temperature is 35 °F. Adjustments in protection method shall be implemented if the maximum permissible difference is exceeded.

F. Strength specimen handling

1. The Contractor is responsible for making, transporting, and curing all samples (beams or cylinders)
2. The Contractor is required to load the testing machine and dispose of the broken pieces.
3. Onsite, indoor curing facilities, meeting the requirements of ASTM C-31, shall be required for cold weather concreting operations.

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

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

Supersedes Policy Memorandum 2001-1 dated January 1, 2001

APPENDIX A

Minimum exposure temperatures for concrete flatwork placed on the ground for concrete placed & surface temperature maintained at 50 F (10 C) for 3 days on ground at 35 F (2 C)

Slab thickness, in. (m)	Minimum ambient air temperature, deg F (deg C) allowable when insulation having these values of thermal resistance R, hr-ft ² -F/Btu (m ² -K/W), is used			
	R = 2 (0.35)	R = 4 (0.70)	R = 6 (1.06)	R = 8 (1.41)
Cement content = 300 lb/yd ² (178 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	*	*	*	*
18 (0.46)	42 (6)	38 (3)	32 (0)	26 (-3)
24 (0.61)	37 (3)	25 (-4)	11 (-12)	-3 (-19)
30 (0.76)	31 (-1)	15 (-9)	-1 (-18)	-17 (-27)
36 (0.91)	31 (-1)	12 (-11)	-5 (-21)	-22 (-30)
Cement content = 400 lb/yd ² (237 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	46 (8)	44 (7)	42 (6)	40 (4)
18 (0.46)	36 (2)	22 (-6)	8 (-13)	-6 (-21)
24 (0.61)	28 (-2)	9 (-13)	-10 (-23)	-29 (-34)
30 (0.76)	21 (-6)	0 (-18)	-21 (-29)	-42 (-41)
36 (0.91)	21 (-6)	-4 (-20)	-29 (-34)	-50 (-46)
Cement content = 500 lb/yd ² (296 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	42 (6)	36 (2)	30 (-1)	24 (-4)
18 (0.46)	30 (-1)	12 (-11)	-6 (-21)	-22 (-30)
24 (0.61)	21 (-6)	-5 (-21)	-31 (-35)	-50 (-46)
30 (0.76)	16 (-9)	-10 (-23)	-42 (-41)	-74 (-59)
36 (0.91)	16 (-9)	-18 (-28)	-50 (-46)	#
Cement content = 600 lb/yd ² (356 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	38 (3)	26 (-3)	14 (-10)	2 (-17)
18 (0.46)	24 (-4)	0 (-18)	-24 (-31)	-48 (-44)
24 (0.61)	14 (-10)	-16 (-27)	-46 (-43)	-82 (-63)
30 (0.76)	10 (-12)	-20 (-29)	-62 (-52)	#
36 (0.91)	7 (-14)	-30 (-34)	#	#

* > 50 F (10 C): additional heat required

<< -60 F (-51 C)

Minimum exposure temperatures for concrete flatwork placed on the ground for concrete placed & surface temperature maintained at 50 F (10 C) for 7 days on ground at 35 F (2 C)

Slab thickness, in. (m)	Minimum ambient air temperature, deg F (deg C) allowable when insulation having these values of thermal resistance R, hr-ft ² -F/Btu (m ² -K/W), is used			
	R = 2 (0.35)	R = 4 (0.70)	R = 6 (1.06)	R = 8 (1.41)
Cement content = 300 lb/yd ² (178 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	*	*	*	*
18 (0.46)	46 (8)	42 (6)	36 (2)	30 (-1)
24 (0.61)	40 (4)	31 (-1)	22 (-6)	11 (-12)
30 (0.76)	35 (2)	22 (-6)	7 (-14)	-8 (-22)
36 (0.91)	31 (-1)	13 (-11)	-5 (-21)	-23 (-31)
Cement content = 400 lb/yd ² (237 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	*	*	*	*
18 (0.46)	41 (5)	32 (0)	22 (-6)	12 (-11)
24 (0.61)	35 (2)	19 (-7)	-1 (-17)	-15 (-26)
30 (0.76)	28 (-2)	8 (-13)	-14 (-26)	-36 (-38)
36 (0.91)	23 (-5)	-4 (-20)	-29 (-34)	-54 (-48)
Cement content = 500 lb/yd ² (296 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	48 (9)	44 (7)	40 (4)	36 (2)
18 (0.46)	36 (2)	22 (-6)	8 (-13)	-6 (-21)
24 (0.61)	28 (-2)	6 (-14)	-16 (-27)	-38 (-39)
30 (0.76)	22 (-6)	-7 (-22)	-36 (-38)	-64 (-53)
36 (0.91)	16 (-9)	-18 (-28)	-50 (-46)	#
Cement content = 600 lb/yd ² (356 kg/m ²)				
4 (0.10)	*	*	*	*
8 (0.20)	*	*	*	*
12 (0.31)	44 (7)	38 (3)	32 (0)	26 (-3)
18 (0.46)	31 (-1)	14 (-10)	-5 (-21)	-24 (-31)
24 (0.61)	22 (-6)	-5 (-21)	-32 (-36)	-61 (-52)
30 (0.76)	14 (-10)	-19 (-28)	-67 (-55)	#
36 (0.91)	7 (-14)	-30 (-34)	#	#

* > 50 F (10 C): additional heat required

< -60 F (-51 C)

Thermal Resistance of Various Insulating Materials

Insulating Material	Thermal resistance "R" for these thicknesses of material*	
	1 in., hr-ft ² -F / Btu	10 mm, m ² -K / W
Boards and slabs		
Expanded polyurethane (R-11 exp.)	6.25	0.438
Expanded polystyrene extruded (R-11 exp.)	5	0.347
Expanded polystyrene extruded, plain	4	0.277
Glass fiber, organic bonded	4	0.277
Expanded polystyrene, molded beads	3.57	0.247
Mineral fiber with resin binder	3.45	0.239
Mineral fiber board, wet felted	2.94	0.204
Sheathing, regular density	2.63	0.182
Cellular glass	2.63	0.182
Laminated paperboard	2	0.139
Particle board (low density)	1.85	0.128
Plywood	1.25	0.087
Blanket		
Mineral fiber, fibrous form processed from rock, slag, or glass	3.23	0.224
Loose fill		
Wood fiber, soft woods	3.33	0.231
Mineral fiber (rock, slag, or glass)	2.5	0.173
Perlite (expanded)	2.7	0.187
Vermiculite (exfoliated)	2.2	0.152
Sawdust or shavings	2.22	0.154

*Values from ASHRAE Handbook of Fundamentals, 1977,
American Society of Heating, Refrigerating, and Air-
Conditioning Engineers, New York.

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

POLICY MEMORANDUM

Revised: January 1, 2008

9-08.0

This Policy Memorandum supersedes numbers 07-10 dated January 1, 2007

TO: REGIONAL ENGINEERS AND HIGHWAY BUREAU CHIEFS

SUBJECT: CRUSHED SLAG PRODUCER CERTIFICATION AND
SELF-TESTING PROGRAM

1.0 INTRODUCTION

The Bureau of Materials and Physical Research has recognized a potential pollution problem in the use of crushed slag in subbase/base course, porous/non-porous granular embankment, backfill, and french drains. Some crushed slags may exhibit the tendency to leach out a greenish-yellow effluent producing an objectionable odor. In order to prevent such an occurrence, this memorandum establishes a certification and self-testing program for crushed slag producers.

2.0 STANDARD SPECIFICATION REFERENCE

2.1 Referenced Articles

- 1003.01
- 1003.04
- 1004.01
- 1004.04
- 1004.05

3.0 CONSTRUCTION USES COVERED

Crushed slag (air-cooled blast furnace) used for the following construction/maintenance uses shall conform to this policy memorandum. The construction/maintenance uses covered are as follows:

1. Subbase (1004.04)
2. Base Course (1004.04)
3. Porous/Non-porous Granular Embankment (1003.04, 1004.05)
4. Porous/Non-porous Backfill (1003.04, 1004.05)
5. French Drains (1003.04, 1004.05)

4.0 PRODUCER SAMPLING AND TESTING PROGRAM

All crushed slag producers supplying material for the uses noted in Section 3.0 of this policy memorandum shall initiate a sampling and testing program as detailed in the current Illinois Department of Transportation Test Procedure 202, "Leachmate Determination in Crushed Slag" as detailed in the Department's "Manual of Test Procedures for Materials."

5.0 PRODUCER CERTIFICATION LETTER

All crushed slag producers supplying material for the uses noted in Section III of this policy memorandum shall submit a certification letter each year to the Illinois Department of Transportation, Bureau of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois 62704-4766. This letter shall certify that the producer will ship only material that has been tested and accepted under Section IV of this policy memorandum.



David L. Lippert, P.E.
Engineer of Materials
and Physical Research

SAB/dkt

State of Illinois
Illinois Department of Transportation
Division of Highways
Bureau of Materials and Physical Research
Springfield

POLICY MEMORANDUM

Revised: January 1, 2008 This Policy Memorandum supersedes number 07-16 dated January 1, 2007	13-08.0
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TO: REGIONAL ENGINEERS AND HIGHWAY BUREAU CHIEFS

SUBJECT: SLAG PRODUCER SELF-TESTING PROGRAM

1.0 SCOPE

The slag aggregate producer is responsible for processing raw slag into aggregate complying with applicable quality and gradation specifications. Consistent application of quality control (QC) over specific gravity/absorption is required to achieve quality air-cooled blast furnace (ACBF) and steel slag aggregate for use in Portland cement concrete (PCC) and hot-mix asphalt (HMA) mixtures, where allowed.

2.0 PURPOSE

The purpose of this policy is to establish a quality control procedure to control specific gravity/absorption on ACBF and steel slag prior to shipment to Illinois Department of Transportation (IDOT) contracts for use in PCC or HMA mixtures.

3.0 SAMPLING/TESTING PERSONNEL

All sampling and testing shall be conducted by an Aggregate Technician or Mixture Aggregate Technician, as designated in the IDOT "Aggregate Gradation Control System", who has had additional instruction by the Bureau of Materials and Physical Research (BMPR) in the test methods used.

The overall program shall be administered by a Quality Control (QC) Manager, as designated in the IDOT "Aggregate Gradation Control System".

4.0 GENERAL PROCEDURE

All ACBF and steel slag aggregate sources shall run the required tests at the specified frequency listed in this policy memorandum.

These results shall be reported within 24 hours of the completion of the test to the appropriate District Materials Engineer and to all contractors using the slag just tested. The test results shall be retained in a file at the source for 3 years. Charting of test data is recommended.

All slag sources shall submit a stockpile Quality Control Plan to the District Materials Engineer for approval prior to any production. The QC Plan shall detail all procedures the source shall conduct to assure all slag aggregate in IDOT-approved stockpiles conforms to the specific gravity/absorption requirements of this program prior to shipment.

Any slag source running this QC procedure certifies that all slag shipped for use in PCC and HMA mixtures on IDOT contracts and local agency contracts meets the specific gravity/absorption test limits and ranges cited in this policy memorandum prior to shipment.

Non-compliance with the "Slag Producer Self-Testing Program" shall result in the slag source's removal from the current IDOT "Approved Aggregate Source List".

All slag aggregate data (specific gravity absorption, etc.) for any mix design shall be obtained from the appropriate District Materials Engineer.

5.0 TEST METHODS / SAMPLE FREQUENCY

The following slag characteristics shall be tested by the listed test method at the required test frequency.

Slag Characteristic	Test Method *	Test Frequency (minimum)
Specific Gravity / Absorption Fine Aggregate: Coarse Aggregate:	AASHTO T 84 (Illinois Modified) AASHTO T 85 (Illinois Modified)☞	1 per 2,000 tons 1 per 2,000 tons

6.0 SPECIFIC GRAVITY/ABSORPTION TEST LIMITS / RANGES

The following specific gravity/absorption test limits and ranges shall be applied to slag tested under this policy memorandum. All slag shipped per this policy memorandum shall meet these test limits and ranges prior to shipment.

Individual Test Limits	
Specific Gravity	± 0.050 from the approved production target** specific gravity per product/production point
Absorption	<ul style="list-style-type: none"> • Maximum 5.0% per product/production point • ± 1.0 from the approved production target**absorption per product/production point
Moving Target Test Range	
Specific Gravity (the running average [§] of the last four specific gravity test results)	± 0.040 from the approved production target** specific gravity per product/production point

* IDOT *Manual of Test Procedures for Materials*

☞ This test method is further modified to require that all test samples be washed, dried, and weighed (for Original Weight) prior to testing using AASHTO T 11 (Illinois Modified).

** The production targets for both specific gravity and absorption shall be developed by averaging the first four test results at the start of production. If requested by the slag source, historical data for the characteristic may be used to establish the average. All averages shall be approved by the department prior to shipment. A source may request a target change at any time pursuant to departmental approval. Slag aggregate produced after a target change shall be stockpiled separately. Any change in the target may require a new mix design to be run.

§ The running average for specific gravity shall be calculated using the method noted in Section 9.3.1 of IDOT's QC/QA document "Aggregate Producer Control Chart Procedure" in the IDOT *Manual of Test Procedures for Materials*.

7.0 IDOT MONITORING

The Aggregate Inspector shall witness the sampling and splitting of one of the slag producer's samples a minimum of every 20 production days. The Aggregate Inspector shall obtain one of the two final split portions for IDOT testing. All specific gravity/absorption testing run by the slag producer shall also be conducted by IDOT on its split portion for test results comparison.

Comparison of the sample splits will be considered acceptable if the slag producer's test result falls within the following limits of the IDOT test result.

	<i>Fine Aggregate</i>	<i>Coarse Aggregate</i>
Specific Gravity	0.066	0.038
Absorption	0.66	0.41

Any specific gravity/absorption result not comparing within the above limits shall be cause for an IDOT investigation. Corrective action by the slag producer may be required at the discretion of IDOT. Continued lack of comparison may be cause for removal of the slag source from this program.



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