

## RETURN WITH BID

LETTING DATE August 5, 2005ITEM NUMBER 9A

Proposal Submitted By

Name

Address

City/State

Zip Code

Telephone Number

FEIN Number

FAX Number

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

## NOTICE TO PROSPECTIVE BIDDERS

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

# PROPOSAL COVER SHEET



**Illinois Department of Transportation**  
**DIVISION OF AERONAUTICS**

AIRPORT Palwaukee MunicipalMUNICIPAL DESIGNATION Wheeling - Prospect HeightsCOUNTY DESIGNATION CookILLINOIS PROJECT NO. PWK-3471

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

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## INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

RETURN WITH BID



PROPOSAL

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

for the improvement officially known as:

(a) Palwaukee Municipal Airport

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

**Construct and mark northeast quadrant T-hangar access taxiway; Construct T-hangar sitework, phase 1; Construct sitework for east quadrant apron.**

TO THE DEPARTMENT OF TRANSPORTATION

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

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

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 104 calendar days, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

Schedule of Deductions for Each  
Day of Overrun in Contract Time

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

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

**RETURN WITH BID**

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

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

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

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

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



**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - PA047

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 07/13/05  
 RUN TIME - 194303

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
COOK	031	01	PALWAUKEE MUNICIPAL	- - -	PW-K -3471

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108108	1/C #8 5 KV UG CABLE	L.F.	600.000 X		=		
AR110202	2" PVC DUCT, DIRECT BURY	L.F.	500.000 X		=		
AR110504	4-WAY CONCRETE ENCASED DUCT	L.F.	45.000 X		=		
AR110714	ELECTRICAL MANHOLE 4'	EACH	2.000 X		=		
AR125100	ELEVATED RETROREFLECTIVE MARKER	EACH	33.000 X		=		
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	EACH	2.000 X		=		
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	EACH	1.000 X		=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR152540	SOIL STABILIZATION FABRIC	S.Y.	10,325.000 X		=		
AR156510	SILT FENCE	L.F.	3,000.000 X		=		
AR156520	INLET PROTECTION	EACH	24.000 X		=		
AR162506	CLASS E FENCE 6'	L.F.	650.000 X		=		
AR162900	REMOVE CLASS E FENCE	L.F.	420.000 X		=		
AR162964	RELOCATE GATE	EACH	1.000 X		=		
AR163000	TEMPORARY CONSTRUCTION FENCE	LF	750.000 X		=		

PALWAUKEE MUNICIPAL  
COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PA047

ECMS002 DTGECM03 ECMR003 PAGE 2  
RUN DATE - 07/13/05  
RUN TIME - 194303

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR201610	BITUMINOUS BASE COURSE	TON	1,170.000 X		=		
AR208515	POROUS GRANULAR EMBANKMENT	C.Y.	800.000 X		=		
AR209607	CRUSHED AGG. BASE COURSE - 7"	S.Y.	10,325.000 X		=		
AR401610	BITUMINOUS SURFACE COURSE	TON	1,170.000 X		=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	290.000 X		=		
AR602510	BITUMINOUS PRIME COAT	GAL.	4,110.000 X		=		
AR603510	BITUMINOUS TACK COAT	GAL.	1,600.000 X		=		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	4,230.000 X		=		
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	5,530.000 X		=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	350.000 X		=		
AR701512	12" RCP, CLASS IV	L.F.	210.000 X		=		
AR701515	15" RCP, CLASS IV	L.F.	575.000 X		=		
AR701518	18" RCP, CLASS IV	L.F.	86.000 X		=		
AR701536	36" RCP, CLASS IV	L.F.	475.000 X		=		
AR701900	REMOVE PIPE	L.F.	10.000 X		=		



PALWAUKEE MUNICIPAL  
COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PA047

ECMS002 DTGECM03 ECMR003 PAGE 3  
RUN DATE - 07/13/05  
RUN TIME - 194303

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR705526	6" PERFORATED UNDERDRAIN W/SOCK	L.F.	2,050.000 X		=		
AR705640	UNDERDRAIN CLEANOUT	EACH	3.000 X		=		
AR705900	REMOVE UNDERDRAIN	L.F.	140.000 X		=		
AR751411	INLET-TYPE A	EACH	4.000 X		=		
AR751560	MANHOLE 6'	EACH	3.000 X		=		
AR751567	MANHOLE 7'	EACH	3.000 X		=		
AR751570	MANHOLE-SPECIAL	EACH	1.000 X		=		
AR751943	ADJUST MANHOLE	EACH	1.000 X		=		
AR751983	RECONSTRUCT MANHOLE	EACH	3.000 X		=		
AR800001	TYPE 1 INLET	EACH	6.000 X		=		
AR800028	SLOPE BOX INLET 18"	EACH	2.000 X		=		
AR800053	SOIL GUARD	S.Y.	3,250.000 X		=		
AR800103	EMBANKMENT FILL	C.Y.	24,497.000 X		=		
AR800104	SHOULDER FILL	C.Y.	2,459.000 X		=		
AR901510	SEEDING	ACRE	10.000 X		=		

PALWAUKEE MUNICIPAL  
COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - PA047

ECMS002 DTGECM03 ECMR003 PAGE 4  
RUN DATE - 07/13/05  
RUN TIME - 194303

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR905510	TOPSOILING (FROM ON SITE)	C.Y.	4,313.000 X		=		
AR908510	MULCHING	ACRE	9.000 X		=		
AR910915	REMOVE ROADWAY SIGN	EACH	2.000 X		=		
TOTAL						\$	

NOTE:

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

**RETURN WITH BID**

**THE PRECEDING SCHEDULE OF PRICES MUST BE**

**COMPLETED AND RETURNED.**

**RETURN WITH BID**

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

**I. GENERAL**

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

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

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

**II. ASSURANCES**

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

**B. Felons**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

## RETURN WITH BID

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

## RETURN WITH BID

### **C. Educational Loan**

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

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

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

### **D. Bid-Rigging/Bid Rotating**

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

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

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

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

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

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

### **E. International Anti-Boycott**

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

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

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



## RETURN WITH BID

### **F. Drug Free Workplace**

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

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

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

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

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

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

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

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

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

### **G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

**RETURN WITH BID**

**H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

**I. Section 42 of the Environmental Protection Act**

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

**J. Apprenticeship and Training Certification**

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

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

# RETURN WITH BID

## IV. DISCLOSURES

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

### C. Disclosure Form Instructions

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

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

## CERTIFICATION STATEMENT

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

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

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

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

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

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

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

**RETURN WITH BID/OFFER**

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

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

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

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

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

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

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

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

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

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

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

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

**APPLICABLE STATEMENT**

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

Completed by:

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

Completed by:

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

Completed by:

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

\_\_\_\_\_  
Date

**NOT APPLICABLE STATEMENT**

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

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

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

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

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

\_\_\_\_\_  
Date

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

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

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

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

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

**THE FOLLOWING STATEMENT MUST BE SIGNED**

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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





**RETURN WITH BID**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

<b>NOTICE REGARDING SIGNATURE</b>
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<p>The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.</p>
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<p>Signature: _____ Title: _____ Date: _____</p>
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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. NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

### B. NON-APPROPRIATION CLAUSE

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

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

## 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., August 5, 2005. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
2. **DESCRIPTION OF WORK.** The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

**Construct and mark northeast quadrant T-hangar access taxiway; Construct T-hangar sitework, phase 1; Construct sitework for east quadrant apron.**
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 Palwaukee Municipal Airport administration building. For engineering information, contact Dan Pape of Crawford, Murphy & Tilly, Inc. at (630) 820-1022.
6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 12.0%.
7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated June 28, 2005 and the Construction Plans dated June 24, 2005 as approved by the Department of Transportation, Division of Aeronautics.

## **RETURN WITH BID**

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

## RETURN WITH BID

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

a. Additive Alternates

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

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

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

b. Optional Alternates

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

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

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

The contract time for this contract is 104 calendar days and is based on anticipated notice-to-proceed date of September 19, 2005.

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

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

**RETURN WITH BID**

**PROPOSAL SIGNATURE SHEET**

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

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

(IF AN INDIVIDUAL)

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

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

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

By \_\_\_\_\_

(IF A CO-PARTNERSHIP)

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

Name and Address of All Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_

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

By \_\_\_\_\_

Corporate Seal

Attest \_\_\_\_\_

President

(IF A CORPORATION)

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

Corporate Secretary

Name of Corporate Officers:

\_\_\_\_\_  
President                      Corporate Secretary                      Treasurer

**NOTARY CERTIFICATION**

STATE OF ILLINOIS,

**ALL SIGNATURES MUST BE NOTARIZED**

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

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

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

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

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

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

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

Notary Public



Return with Bid

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

Item No. 9A
Letting Date: August 5, 2005

Airport: Palwaukee Municipal Airport
Ill. Proj. No. PWK-3471
Fed. Proj. No.

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

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

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

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

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

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

PRINCIPAL SURETY
(Company Name) (Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

State of Illinois )
) ss:
County of )

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

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

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

My commission expires (Notary Public)

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

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





# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## NOTICE

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



**Illinois Department of Transportation**

**SECTION III**

Special Provisions

For

**CONSTRUCT AND MARK NORTHEAST QUADRANT T-HANGAR ACCESS TAXIWAY;  
CONSTRUCT T-HANGAR SITEWORK – PHASE 1;  
CONSTRUCT SITEWORK FOR EAST QUADRANT APRON**

**ILLINOIS PROJECT: PWK-3471  
A.I.P. PROJECT: N/A**

At

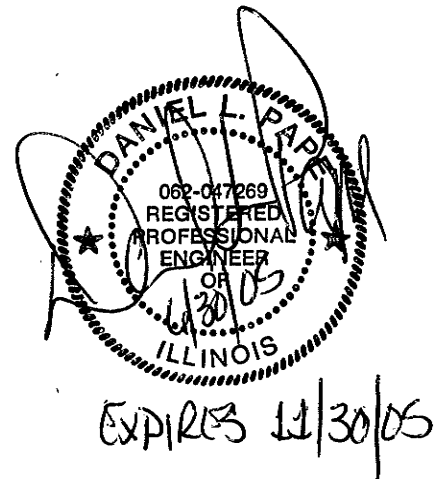
**PALWAUKEE MUNICIPAL AIRPORT  
WHEELING/PROSPECT HEIGHTS, ILLINOIS**

**100% Submittal**

June 28, 2005

Prepared By:

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



RECURRING SPECIAL PROVISIONS

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

<u>Check Sheet No.</u>	<u>Item No.</u>		<u>Page No.</u>
1	AR101580	Refurbish 36" Beacon	155
2	AR106000	Apron Lighting	160
3	AR119000	Airport Obstruction Lighting (Not Included)	166
4	AR127000	Airport Navaid Installation (Not Included)	167
5	X AR150510	Engineer's Field Office	168
6	AR150560	Temporary Threshold	170
7	X AR152540	Soil Stabilization Fabric	173
8	X AR156000	Erosion Control	175
9	AR156513	Separation Fabric	180
10	AR156540	Riprap	182
11	X AR201001	Bituminous Base Course -Method I	185
12	AR201002	Bituminous Base Course -Method II	193
13	AR201661	Clean & Seal Bituminous Cracks	208
14	AR201663	Sand Mix Crack Repair	211
15	AR201671	Crack Control Fabric	213
16	AR302000	Asphalt Treated Permeable Subbase	215
17	X AR401001	Bituminous Surface Course -Method I	223
18	AR401002	Bituminous Surface Course -Method II	231
19	AR401640	Bituminous Pavement Grooving	247
20	AR401650	Bituminous Pavement Milling	250
21	AR401655	Butt Joint Construction	252
22	AR401900	Remove Bituminous Pavement	254
23	AR501001	Portland Cement Concrete -Pavement Method I	256
24	AR501002	Portland Cement Concrete -Pavement Method II	272
25	AR501003	Portland Cement Concrete -Pavement Method III	293
26	AR501115	Crack and Seat Pavement	315
27	AR501540	PCC Pavement Grooving	318
28	AR501550	PCC Pavement Milling	321
29	X AR501900	Remove PCC Pavement	323
30	AR510500	Tie-down/Ground Rod	325
31	AR605000	Silicone Joint Sealing Filler	326

**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 Palwaukee Municipal Airport, Wheeling/Prospect Heights, Illinois.

**GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS**

The “Standard Specifications for Construction of Airports”, dated January 1985, State of Illinois Department of Transportation, Division of Aeronautics, and the “Supplemental Specifications and Recurring Special Provisions”, dated July 1, 2004, State of Illinois Department of Transportation, Division of Aeronautics, indicated on the Check Sheet included herein shall govern the project except as otherwise noted in these Special Provisions. In cases of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. As noted within the Special Provisions the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2002 shall apply.

**INDEX TO SPECIAL PROVISIONS**

<b><u>ITEM - DESCRIPTION</u></b>	<b><u>PAGE NUMBER</u></b>
<b><u>DIVISION I – GENERAL PROVISIONS</u></b>	<b><u>1</u></b>
SECTION 10 – Definition Of Terms .....	1
SECTION 20 – Scope Of Work.....	1
SECTION 30 – Control Of Work .....	2
SECTION 40 – Control Of Materials .....	3
SECTION 50 – Legal Relations And Responsibility To Public .....	4
SECTION 60 – Prosecution And Progress .....	5
SECTION 70 – Measurement And Payment.....	6
<b><u>DIVISION II – PAVING CONSTRUCTION DETAILS</u></b>	<b><u>7</u></b>
ITEM 152 – Excavation And Embankment .....	7
ITEM 208515 – Porous Granular Embankment.....	9
ITEM 209 – Crushed Aggregate Base Course.....	11
ITEM 401001 – Bituminous Surface Course – Method I.....	11
ITEM 501900 – Remove PCC Pavement .....	13
ITEM 602 – Bituminous Prime Coat.....	13
ITEM 603 – Bituminous Tack Coat .....	14
ITEM 620 – Pavement Marking.....	14
<b><u>DIVISION III – FENCING</u></b>	<b><u>15</u></b>
ITEM 162 – Chain-Link Fences.....	15
<b><u>DIVISION IV – DRAINAGE PIPE</u></b>	<b><u>16</u></b>
ITEM 701 - Pipe For Storm Sewers And Culverts.....	16
ITEM 705 – Pipe Underdrains For Airports .....	17
ITEM 751 – Manholes, Catch Basins, Inlets & Inspection Holes .....	18
ITEM 752 – Concrete Culverts, Headwalls & Misc. Drainage Structures .....	19
<b><u>DIVISION V – TURFING</u></b>	<b><u>21</u></b>
ITEM 901 – Seeding.....	21
ITEM 905 – Topsoiling .....	23

ITEM 908 – Mulching .....23

**DIVISION VI – LIGHTING INSTALLATION 25**

---

ITEM 108 – Installation Of Underground Cable .....25

ITEM 110 – Installation Of Airport Underground Electrical Duct .....27

ITEM 125 – Installation Of Airport Lighting Systems.....28

**DIVISION VIII – MISCELLANEOUS 33**

---

ITEM 150510 – Engineer's Field Office.....33

ITEM 156000 – Erosion Control .....33

ITEM 163 - Temporary Construction Fencing .....35

ITEM 800053 – Soil Guard.....36

ITEM 910915 – Remove Roadway Sign .....36

**IDA POLICY MEMORANDUMS**

---

- 87-4 DETERMINATION OF BULK SPECIFIC GRAVITY (d) OF COMPACTED BITUMINOUS MIXES
- 96-1 ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE: JOB MIX FORMULA APPROVAL & PRODUCTION TESTING
- 96-2 REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL, AND PAVING OF BITUMINOUS CONCRETE MIXES
- 96-3 REQUIREMENTS FOR QUALITY ASSURANCE ON PROJECTS WITH BITUMINOUS CONCRETE PAVING
- 97-2 PAVEMENT MARKING PAINT ACCEPTANCE

**IDOT STANDARDS**

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- 602301 Inlet – Type A
- 602401 Manhole Type A
- 602406-01 Manhole Type A 1800mm (72") Diameter
- 602601 Precast Reinforced Concrete Flat Slab Top
- 602701 Cast Iron Steps
- 604001-02 Frame and Lids Type 1

## **DIVISION I – GENERAL PROVISIONS**

### **SECTION 10 – DEFINITION OF TERMS**

#### **10-23 ENGINEER**

DELETE:  
Paragraph (b).

### **SECTION 20 – SCOPE OF WORK**

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

ADD:

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 Airport Manager, 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 Control Tower 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**

##### 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.**

The Contractor shall acquaint himself with the load restriction of all local perimeter roadways intended for use as haul roads.

### **30-18 PLANS AND WORK DRAWINGS**

DELETE:

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

REVISE the second paragraph of the Supplemental Specifications 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 full descriptive, complete and of sufficient detail for ready determination of compliance.

REVISE the last paragraph of the Supplemental Specifications 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:** Palwaukee Municipal Airport  
**PROJECT TITLE:** Construct Northeast Quadrant Sitework  
**PROJECT NUMBERS:** IL Project: PWK-3471  
**CONTRACT ITEM:** (i.e. AR 125415 MITL – Base Mounted)  
**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 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 February 2002 or latest edition including any addendums. Copies of this manual are available by contacting Mr. Mike Wilhelm-Division of Aeronautics at (217) 785-4282.

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:

<b><u>Utility Service or Facility</u></b>	<b><u>Contact (Person)</u></b>	<b><u>Contact (Phone)</u></b>
SBC, Commonwealth Edison & NICOR Gas	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
FAA Control and Communication Cables	Chris Schumacher FAA Sector Field Office	(630) 587-7801
City of Prospect Heights Water, Sanitary and Storm Sewer	Operations and Maintenance City of Prospect Heights	(847) 459-0588
Illinois American Water Company - Water, Sanitary and Storm Sewer	Supervisor of Construction	(630) 739-8810
Village of Wheeling Water, Sanitary and Storm Sewer	Operations and Maintenance	(847) 459-2985
Metropolitan Water Reclamation District of Greater Chicago	Field Office Personnel	(708) 588-4055
Miscellaneous Communication Cables	Signature Flight Group Al Palicki  North American Jet Ken Ross	(847) 537-1200   (847) 808-0812

Should any of the utility services need to be disconnected or removed for purposes of demolition or emergency repairs need to be undertaken the following people should be contacted:

<u>Utility Service or Facility</u>	<u>Contact Person</u>	<u>Notice Required for Facility Disconnect or Removal</u>	<u>Contact (Phone)</u>
SBC Communications	JC Mayfield – SBC 1200 N. Arlington Hts Road Arlington Heights, IL 60004	2 weeks	(847) 506-8082
Commonwealth Edison Electric Cables	Ed Martell – ComEd 1500 Franklin Boulevard Libertyville, IL 60048	2 weeks	(847) 816-5578
NICOR Gas	Scott Puffer – NICOR 300 West Terra Cotta Ave. Crystal Lake, IL 60014	2 weeks	(815) 455-0271
FAA Control and Communication Cables	Chris Schumacher FAA Sector Field Office 2710 International Drive West Chicago, Illinois 60185	2 weeks	(630) 587-7801
City of Prospect Heights Water, Sanitary and Storm Sewer	Public Works City of Prospect Heights 401 Piper Lane Prospect Heights, IL 60070	2 weeks	(847) 459-0588
Illinois American; Water, Sanitary and Storm Sewer	Supervisor of Construction 1000 International Parkway Woodridge, IL 60517	2 weeks	(630) 739-8810
Village of Wheeling Water, Sanitary and Storm Sewer	Operations and Maintenance 255 West Dundee Road Wheeling, IL 60090	2 weeks	(847) 459-2985
Metropolitan Water Reclamation District of Greater Chicago	Pervez Hai	2 weeks	(708) 588-4055
Palwaukee Municipal Airport	Dennis Rouleau Airport Manager	2 weeks	(847) 537-2580
Miscellaneous Communication Cables	Signature Flight Group Al Palicki	2 weeks	(847) 537-1200
	North American Jet Ken Ross	2 weeks	(847) 808-0812

## **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 Airport Manager.

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

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

**60-09 FAILURE TO COMPLETE ON TIME**

DELETE: Entire Section.

ADD: See contract documents for liquidated damages schedule.

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

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

**SECTION 70 – MEASUREMENT AND PAYMENT**

**70-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK**

DELETE: Entire Section.

ADD:

Article 109.4 Payment for Extra Work from the Illinois Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Adopted January 1, 2002.

Revise Article 109.04 (b) (1) to read as follows:

(1) Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage (in conformance with the county's prevailing wage rate) paid for each and every hour that said labor and foremen are **actually engaged** in such work.

An amount equal to 35 percent of the sum of the above items will also be paid the Contractor.

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

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

#### **(SUPPLEMENTAL SPECIFICATION)**

#### **DESCRIPTION**

##### **152-1.1**

REVISE: The second sentence of the second paragraph of the Supplemental Specification to read:  
All associated labor, equipment, materials and incidentals associated with obtaining the Proctor information is considered incidental to ITEM AR800103.

##### **152-1.2 CLASSIFICATION**

DELETE from Supplemental: The second, third and fourth paragraphs.

ADD:

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

#### **CONSTRUCTION METHODS**

##### **152-2.2 EXCAVATION**

ADD to Supplemental:

Excavation and Embankment fill 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 D-1557 (Modified Proctor) for aircraft weights of 60,000 pounds or more for the embankment fill in the East Quadrant for the future apron pavement, and ASTM D-698 (Standard Proctor) for aircraft weights of less than 60,000 pounds for the excavation and embankment fill in the Northeast Quadrant for the new T-Hangar Sitework development.

##### **152-2.12 TOPSOIL**

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

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

##### **152-2.14 DUST CONTROL WATERING**

ADD:

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

Dust shall be controlled by the uniform application of sprinkled water and shall be applied as directed by the Engineer, in a manner meeting his approval.

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

**METHOD OF MEASUREMENT**

**152-3.1**

ADD:

Unclassified excavation, unclassified excavation disposal and topsoil stripping shall not be measured for payment but shall be incidental to embankment fill, shoulder fill and topsoil placement.

Embankment fill and shoulder fill shall be measured for payment by the number of cubic yards compacted in its final position and all pay quantities shall be computed by the method of average end areas.

Topsoil placement shall be measured and paid for under ITEM 905.

**152-3.3**

DELETE: This section from the Standard Specification and Supplemental Specification.

**152-3.4**

DELETE: This section from the Supplemental Specifications.

**BASIS OF PAYMENT**

**152-4.1**

DELETE from Supplemental: This Section

ADD to Supplemental:

Payment will be made at the contract unit price per cubic yard measured in its final position for "Embankment Fill" and "Shoulder Fill". The prices shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

<b>ITEM AR800103</b>	<b>EMBANKMENT FILL</b>	<b>PER CUBIC YARD.</b>
<b>ITEM AR800104</b>	<b>SHOULDER FILL</b>	<b>PER CUBIC YARD.</b>

**ITEM 201001 - BITUMINOUS BASE COURSE – METHOD 1**

**CHECK SHEET #11**

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

Revise Table 2 to read as follows:

**TABLE 2 MARSHALL DESIGN CRITERIA**

	<b><u>UNDER 60,000 lb.</u></b>
Number of Blows	50
Stability (Min.)	1500
Flow	8 – 18

Percent Air Void	2 – 3
Void Filled With Asphalt (%)	75 - 90

#### **201-4.11 JOINTS**

Add the following paragraph to this section:

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

#### **201-4.12 SHAPING EDGES**

ADD:

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

#### **METHOD OF MEASUREMENT**

##### **201-5.1**

ADD:

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

#### **BASIS OF PAYMENT**

Payment will be made under:

**ITEM AR201610 BITUMINOUS BASE COURSE PER TON.**

#### **ITEM 208515 – POROUS GRANULAR EMBANKMENT**

##### **DESCRIPTION**

##### **208-1.1**

ADD:

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

##### **MATERIALS**

##### **208-2.1 UNCRUSHED COARSE AGGREGATE**

DELETE: Entire section.

**208.2-3 GRADATION**

DELETE: Entire section.

ADD:

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

Gradation for Porous Granular Embankment shall be as follows:

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

**CONSTRUCTION REQUIREMENTS**

**208-3.3 PREPARING UNDERLYING COURSE**

DELETE: Entire section.

**208-3.4 METHODS OF PRODUCTION**

DELETE: Entire section.

**208-3.5 METHODS OF SPREADING**

DELETE: Entire section.

ADD: Paragraph (D)

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

**208-3.6 FINISHING AND COMPACTING**

DELETE: Fifth sentence, first paragraph.

ADD:

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

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

**METHOD OF MEASUREMENT**

**208-4.3**

ADD:





**COMPOSITION**

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

REVISE: Table 2 to read as follows:

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

**CONSTRUCTION METHODS**

**401-4.11 JOINTS**

ADD the following as the fifth paragraph of this section:

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

**401-4.12 SHAPING EDGES**

Add the following as the second paragraph for this section:

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

**METHOD OF MEASUREMENT**

**401-5.1**

ADD:

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

**BASIS OF PAYMENT**

Payment will be made under:

ITEM AR401610 BITUMINOUS SURFACE COURSE

PER TON.

## **ITEM 501900 – REMOVE PCC PAVEMENT**

### **CHECK SHEET #29**

#### **MATERIALS**

##### **501-2.1**

ADD:

The types of materials to be removed consist of P.C.C. pavement (varies 6" - 12" ± thick). The Contractor shall verify the thickness of materials to be removed. No extra compensation will be allowed for any variation in the pavement sections actually encountered.

#### **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 Engineer. If additional pavement or subgrade material is removed due to negligence of the Contractor, the additional quality 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.

## **ITEM 602 – BITUMINOUS PRIME COAT**

### **DESCRIPTION**

#### **602-1.2 QUANTITIES OF BITUMINOUS MATERIAL**

REVISE: This section in the Supplemental Specifications to read:

After the base has been prepared, and when in dry condition, the bituminous material shall be applied uniformly at a rate of 0.30 gal/sy.

## **ITEM 603 – BITUMINOUS TACK COAT**

### **CONSTRUCTION METHODS**

#### **603-3.3 APPLICATION OF BITUMINOUS MATERIAL**

ADD: To the second paragraph:  
Areas worn from hauling operations shall be re-tacked.

## **ITEM 620 – PAVEMENT MARKING**

### **METHOD OF MEASUREMENT**

#### **620-4.1**

ADD to Supplemental:

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

The quantity of pavement marking removal to be paid shall be the number of squared feet of marking satisfactorily removed in accordance with the specifications and accepted by the Engineer.

### **BASIS OF PAYMENT**

Payment will be made under:

<b>ITEM AR620520</b>	<b>PAVEMENT MARKING – WATERBORNE</b>	<b>PER SQUARE FOOT.</b>
<b>ITEM AR620525</b>	<b>PAVEMENT MARKING – BLACK BORDER</b>	<b>PER SQUARE FOOT.</b>
<b>ITEM AR620900</b>	<b>PAVEMENT MARKING REMOVAL</b>	<b>PER SQUARE FOOT.</b>

## **DIVISION III – FENCING**

### **ITEM 162 – CHAIN-LINK FENCES**

#### **DESCRIPTION**

##### **162-1.1**

ADD:

This item shall also include relocation of Class E gates as shown in the plans or as directed by the Engineer.

Top rail shall be used in lieu of top tension wire.

#### **MATERIALS**

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

Delete this section.

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

ADD:

Coiled spring tension wire of at least 7 gage O.D. galvanized steel wire shall be stretched along the bottom of the fence and securely fastened to the fabric with hog rings at 2 foot intervals. Fabric ties shall not be less than a 9-gauge galvanized steel wire.

##### **162-2.8 SIGNS**

ADD:

The Contractor shall provide and install Restricted Area signage as shown on the plans. Sign panels shall be placed on all new fencing and the slide gates. The signs shall be placed at 100 foot intervals. One (1) will be placed on each slide gate. The sign shall be red letters on white background with a red border and shall read 'RESTRICTED/AREA/KEEP OUT' (three separate lines). The letters shall be a minimum of 2½" in height. The sign materials shall conform to Type 1 sign panels as specified in Section 720 of the IDOT Standard Specifications for Road and Bridge Construction

##### **162-2.9 CERTIFICATION AND SHOP DRAWINGS**

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

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

#### **CONSTRUCTION**

##### **162-3.10 FENCE AND GATE REMOVAL**

ADD:

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

**162-3.11 FENCE AND GATE RELOCATION**

ADD:

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

**BASIS OF PAYMENT**

Payment will be made under:

ITEM AR162506	CLASS E FENCE 6'	PER LINEAR FOOT.
ITEM AR162900	REMOVE CLASS E FENCE	PER LINEAR FOOT.
ITEM AR162964	RELOCATE GATE	PER EACH.

***DIVISION IV – DRAINAGE PIPE***

**ITEM 701 - PIPE FOR STORM SEWERS AND CULVERTS**

**MATERIALS**

**701-2.1**

DELETE: Entire Section.

ADD:

Pipe shall be of the type and diameter indicated and installed at the locations shown on the plans. Pipe for storm sewers shall be concrete storm sewer pipe Class IV reinforced concrete conforming to ASTM C-76 (with joints meeting ASTM C 361) unless otherwise called out in the plans.

**CONSTRUCTION METHODS**

**701-3.13 FARM FIELD TILES**

ADD:

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

**BASIS OF PAYMENT**

Payment will be made under:

ITEM AR701512	12" RCP, CLASS IV	PER LINEAR FOOT.
ITEM AR701515	15" RCP, CLASS IV	PER LINEAR FOOT.
ITEM AR701518	18" RCP, CLASS IV	PER LINEAR FOOT.
ITEM AR701536	36" RCP, CLASS IV	PER LINEAR FOOT.
ITEM AR701900	REMOVE PIPE	PER LINEAR FOOT.

## **ITEM 705 – PIPE UNDERDRAINS FOR AIRPORTS**

### **MATERIALS**

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

ADD:

##### Materials

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

#### **705-2.17 UNDERDRAIN TRENCH ENVELOPE**

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

- 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 the 3rd paragraph to the following:

Trenches shall be lined with the underdrain trench envelope prior to placing any stone or underdrain. A 2-foot minimum lap of material is required where breaks in the fabric occur. Prior to installing the pipe, a 1" layer of porous backfill meeting the requirements of Paragraph 701-2.15 shall be constructed in the bottom of the trench.

#### **705-3.9 UNDERDRAIN REMOVAL**

This work shall consist of the removal of existing underdrain of various types and sizes. Trenches resulting from the removal shall be backfilled and compacted in accordance with P-152, Excavation and Embankment for areas in proposed turf or backfilled and compacted in accordance with Section 701-2.7

and 701-3.7 for areas under proposed pavements. Underdrain shall be disposed of by the Contractor off Airport property.

Trench backfill of removal items shall be incidental to the removal item.

### **METHOD OF MEASUREMENT**

#### **705-5.1**

ADD as the last sentence of the first paragraph:

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

### **BASIS OF PAYMENT**

Payment will be made under:

<b>ITEM AR705526</b>	<b>6" PERFORATED UNDERDRAIN W/SOCK</b>	<b>PER LINEAR FOOT.</b>
<b>ITEM AR705640</b>	<b>UNDERDRAIN CLEANOUT</b>	<b>PER EACH.</b>
<b>ITEM AR705900</b>	<b>REMOVE UNDERDRAIN</b>	<b>PER LINEAR FOOT.</b>

## **ITEM 751 – MANHOLES, CATCH BASINS, INLETS & INSPECTION HOLES**

### **DESCRIPTION**

#### **751-1.1**

ADD:

Adjustment of existing manhole shall be raising or lowering of an existing manhole rim to a height no greater than 18". Reconstruction of an existing manhole shall be the raising or lowering of a rim grade of more than 18".

The Manhole – Type A (4' dia. and 5' dia.) shall conform to IDOT Standard 602401 as modified and 602601. The Manhole – Type A (6' dia.) shall conform to IDOT Standard 602406 as modified. The Type 1 Inlet shall conform to the plans and as specified herein.

### **CONSTRUCTION METHODS**

#### **751-3.1 UNCLASSIFIED EXCAVATION**

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

#### **751-3.11 MANHOLE ADJUSTMENT AND RECONSTRUCTION**

All adjustments are to be made with precast concrete rings. All adjusting rings must be mortared together and must be mortared to the casting, as well as to the cone section or flat top of the structure. The maximum height of adjusting rings shall be eighteen (18) inches including existing rings for any inlet or manholes adjustment. Reconstruction of existing manholes shall be accomplished by adding or removing barrel sections, flat tops, eccentric cone sections and adjustments rings (or a combination thereof) to the



manhole to be reconstructed. The maximum number of rings in any structure is three. This may require the Contractor to remove existing rings and replace with larger rings.

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

### **METHOD OF MEASUREMENT**

ADD:

The number of manholes with a 9 foot diameter shall be paid for under "MANHOLE SPECIAL".

### **BASIS OF PAYMENT**

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

Payment will be made under:

<b>ITEM AR751411</b>	<b>INLET – TYPE A</b>	<b>PER EACH.</b>
<b>ITEM AR751560</b>	<b>MANHOLE 6'</b>	<b>PER EACH.</b>
<b>ITEM AR751567</b>	<b>MANHOLE 7'</b>	<b>PER EACH.</b>
<b>ITEM AR751570</b>	<b>MANHOLE SPECIAL</b>	<b>PER EACH.</b>
<b>ITEM AR751943</b>	<b>ADJUST MANHOLE</b>	<b>PER EACH.</b>
<b>ITEM AR751983</b>	<b>RECONSTRUCT MANHOLE</b>	<b>PER EACH.</b>
<b>ITEM AR800001</b>	<b>TYPE 1 INLET</b>	<b>PER EACH.</b>

## **ITEM 752 – CONCRETE CULVERTS, HEADWALLS & MISC. DRAINAGE STRUCTURES**

### **MATERIALS**

#### **752-2.2 SLOPE BOX INLETS**

ADD:

Specifically, this item shall consist of the installation of slope box inlets in accordance with the details and dimensions on the plans and as specified herein

The materials used for the grating shall comply with the applicable provisions and recommendations of the following ANSI MBG532 and ASTM A36. The grating type shall be Heavy Duty Welded Steel 30-W-4 by Ohio Gratings, Inc. or approved equal. The bearing bars are to be 3" x 3/8" rectangular bars spaced 1-7/8" center to center. The cross bars are to be 1" x 1/4" and spaced at 4" centers and welded at right angles to bearing bars with one fillet at each bearing bar/cross bar intersection. The surface of the grating is to be plain. The grating shall be capable of carrying a 4,825 lb. concentrated loading per foot of grating width. The grating shall have a galvanized finish.

**CONSTRUCTION METHODS**

**752-3.2 BACKFILLING**

ADD:  
Backfill material and procedures shall be as specified for Item 701.

**METHOD OF MEASUREMENT**

**752-4.1**

ADD:  
Slope Box Inlets shall be measured per each unit satisfactorily installed with grate.

**BASIS OF PAYMENT**

**752-5.1**

ADD:  
The accepted quantities for slope box inlets with grates will be paid for at the contract unit price, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfill and placing of the materials; furnishing and installation of grates and such specials as connections to pipes as may be required to complete the item as shown on the plans, and for all labor, equipment, tools and incidentals necessary to complete the structures.

Payment will be made under:

**ITEM AR800028 SLOPE BOX INLET 18"**

**PER EACH.**

**DIVISION V – TURFING**

**ITEM 901 – SEEDING**

**MATERIALS**

**901-2.1 SEED**

DELETE: The seed mix table.

ADD:

The seed mixture shall be as follows:

SEEDING MIXTURE  
SEEDING CLASS 1 – LAWN MIXTURES

<u>SEEDS</u>	<u>LBS/ACRE</u>
Kentucky Bluegrass	120
Perennial Ryegrass	60
Creeping Red Fescue	<u>40</u>
TOTAL	200

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

**901-2.2 LIME**

DELETE: Entire Section.

**901-2.3 FERTILIZER**

DELETE: This Section of the Supplemental Specifications.

REVISE last paragraph to read as follows:

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

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

**CONSTRUCTION METHODS**

**901-3.2 DRY APPLICATION METHOD**

DELETE: Entire Section

ADD:

- (a) Description: This work shall consist of furnishing, transporting and installing all seeds, plant or other materials required for:

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

#### **METHOD OF MEASUREMENT**

##### **901-4.1**

ADD:

Areas of seeding not showing a uniform stand of grass in density and color shall not be approved for payment. Such areas shall be reseeded to the Owner's satisfaction at no additional cost to the contract.

#### **BASIS OF PAYMENT**

Payment will be made under:

**ITEM AR901510 SEEDING**

**PER ACRE.**

## **ITEM 905 – TOPSOILING**

### **DESCRIPTION**

#### **905-1.1**

REVISE paragraph two of the Supplemental Specification to read as follows:

No separate payment shall be made for topsoil stripping, stockpiling or excavation.

### **METHOD OF MEASUREMENT**

#### **905-4.1**

ADD:

The yardage of topsoil placed in conformance with the plans to be paid for shall be the number of cubic yards of topsoil measured in its final compacted position and pay quantities shall be computed by the method of average end areas and using a 4" depth.

### **BASIS OF PAYMENT**

#### **905-5.1**

REVISE the first paragraph of the Supplemental Specification to read as follows:

Payment will be made at the contract unit price per cubic yard measured in its final position for "TOPSOILING (FROM ON SITE)". This price shall be full compensation for topsoil stripping, stockpiling, spreading, excavation and for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

**ITEM AR905510 TOPSOILING (FROM ON SITE) PER CUBIC YARD.**

## **ITEM 908 – MULCHING**

### **MATERIALS**

#### **908-2.1 MULCH MATERIAL**

REVISE: First sentence to read:

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

### **CONSTRUCTION METHODS**

#### **908-3.1 MUCLHING**

REVISE: The first and second paragraphs of the Supplemental Specifications to read:

Within 24 hours from the time seeding has been performed, the seeded or planted area shall be given a covering of hydromulch. This method shall consist of machine application of wood or paper fiber hydraulic mulch at the specified rate using an approved hydraulic seeder. The hydraulic mulch shall be applied as a slurry of 2,000 pounds of mulch and not less than 2,000 gallons of water per acre. The hydraulic mulch

**Special Provisions**  
**Palwaukee Municipal Airport**  
**Wheeling/Prospect Heights, IL**

**IL Project: PWK-3471**  
**Northeast Quadrant Sitework**  
**Final Submittal**

slurry shall be agitated a minimum of 5 minutes before application and shall be in continuous agitation during the application. The seeding will not be applied concurrently with this operation. The mulch shall be loose enough to permit air to circulate, but compact enough to reduce erosion. On slopes steeper than 3:1, mulch shall be applied on the same day as seeded or planted.

**BASIS OF PAYMENT**

Payment will be made under:

**ITEM AR908510 MULCHING**

**PER ACRE.**

## **DIVISION VI – LIGHTING INSTALLATION**

### **ITEM 108 – INSTALLATION OF UNDERGROUND CABLE**

#### **EQUIPMENT AND MATERIALS**

##### **108-2.2**

ADD:

Airfield lighting cable under this item shall be:

- 1/C #8 5KV UG CABLE, TYPE C in duct bank and conduit

##### **108-2.4 CABLE CONNECTIONS**

ADD:

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

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

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

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

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

ADD:

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

##### **108-3.3 TRENCHING**

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

ADD:

The installation of pvc conduit using the plowing-in method will not be allowed.

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

Modify the Supplemental Specifications to be: Cable plowing shall be done at a minimum depth of **30"** below finished grade.

### **108-3.5 BACKFILLING**

ADD:

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

### **108-3.8 SPLICING**

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

ADD:

Direct burial splicing will not be allowed.

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

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

### **108-3.10 TESTING**

ADD

(e) Circuit to remain in service will be tested prior to the start of construction to assure they are operational. These same circuit will be tested after construction has been completed, and the readings will be required to be the same or greater than the before construction meggar results.

(f) All cable found to be defective due to installation methods shall be replaced by the Contractor at his expense.

### **108-3.13 TERMINATIONS AND CONNECTIONS**

ADD:

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

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



### **BASIS OF PAYMENT**

Payment will be made under:

**ITEM AR108108 1/C #8 5KV UG CABLE**

**PER LINEAR FOOT.**

## **ITEM 110 – INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT**

### **DESCRIPTION**

#### **110-1.1**

ADD:

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

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

### **EQUIPMENT AND MATERIALS**

#### **110-2.8 ELECTRICAL MANHOLES**

Contractor shall install manholes in locations specified and as detailed in the plans. Electrical manholes shall meet the requirements of IDOT Standard 602401 as modified by details on the plans. Manholes shall have flat slab-top.

#### **110-2.9 DUCT MARKER**

ADD:

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

#### **110-2.11 AGGREGATE BACKFILL**

Crushed stone material conforming to the requirements of Item 208 gradation shall be used for backfill at the pavement crossings for the proposed duct installation. The granular material shall be compacted to not less than 95% of Standard Proctor laboratory density. In lieu of Aggregate, the contractor may substitute Controlled low strength material backfill for those areas requiring aggregate backfill. This substitution must be approved in writing prior to construction and must be completed at no additional cost to the contract. The CLSM material will be considered incidental to the associated duct item.

### **CONSTRUCTION METHODS**

#### **110-3.1 GENERAL**

ADD:

No 90° Bends will be allowed on PVC conduits.

**110-3.5 BACKFILLING**

ADD to the Supplemental Specifications:

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

**BASIS OF PAYMENT**

**110-5.1**

ADD:

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

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

**BASIS OF PAYMENT**

Payment will be made under:

<b>ITEM AR110202</b>	<b>2" PVC DUCT, DIRECT BURY</b>	<b>PER LINEAR FOOT.</b>
<b>ITEM AR110504</b>	<b>4-WAY CONCRETE ENCASED DUCT</b>	<b>PER LINEAR FOOT.</b>
<b>ITEM AR110714</b>	<b>ELECTRICAL MANHOLE 4'</b>	<b>PER EACH.</b>

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

**(SUPPLEMENTAL SPECIFICATION)**

**DESCRIPTION**

**125-1.1**

ADD:

Airfield lighting improvements and modifications shall include:

- Installation of new elevated retro-reflective markers.
- Installation of new taxiway guidance signs.

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

ADD:

**VISUAL EXAMINATION**

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

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

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

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

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

#### **LIGHTING FIXTURES**

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

#### **FINAL ACCEPTANCE TESTS**

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

- (a) Operate each switch for the modified lighting circuits from the remote control position (ATCT) so that each switch position is reached at least twice. During this process, all lights and vault equipment shall be observed to determine that each switch properly controls the corresponding circuit.
- (b) Repeat the above test using the local control switches on the regulators.
- (c) Each lighting circuit shall be tested by operating it continuously at maximum brightness for at least 6 hours. Visual inspection shall be made at the beginning and end of this test to determine that the correct numbers of lights are operating at full brightness. Dimming of some or all of the lights in a circuit is an indication of grounded cables.
- (d) In addition to the above, all equipment shall be subjected to any and all performance tests specified in the manufacturer's instructions.
- (e) Photometric testing. The Airport may, upon completion of the lighting installation and as part of acceptance testing, perform field photometric testing of each new light fixture to assure the installed runway lights meet the photometric requirements specified by FAA. The test results will be recorded and furnished to the Contractor, with any noted deficiencies. The Contractor is responsible for correcting any deficiencies at no

additional cost to the Owner. The Contractor shall furnish spares in support of this testing, to include 15% lamps and 5% lenses for the new in-pavement lights. Spares not used shall be provided to the Airport upon completion of the work

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

ADD:

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

#### **125-1.11**

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

#### **125-1.12**

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

#### **125-1.13**

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

### **EQUIPMENT AND MATERIALS**

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

ADD:

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

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

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

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

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

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

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

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

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

ADD:

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

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

ADD:

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

#### **125-2.10 TAPE**

ADD:

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

#### **125-2.11 TAXI GUIDANCE SIGN**

ADD:

Taxi holding position signs and taxi guidance signs shall conform to the type, class, style, nomenclature and dimensions shown in the plans to match the existing guidance signs and as specified herein.

Airfield taxiway signs shall be L-858, Size 2, Style 2, Class 2 conforming to the nomenclature indicated in the Plans. For the purposes of this specification, a character shall be defined as a letter, numeral, dot, dash or arrow to be indicated on the sign nomenclature. Sign components and lengths shall be as recommended by the manufacturer. Airfield signs shall conform to nomenclature, number of digits, and dimensions indicated in the plans and specified in FAA circular AC 150/5345-44 (latest revision).

#### **125-2.15 ELEVATED RETROREFLECTIVE MARKERS**

ADD:

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

## CONSTRUCTION METHODS

### 125-3.1 GENERAL

ADD:

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

### 125-3.4 PHASING AND INTERRUPTIONS

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

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

## METHOD OF MEASUREMENT

### 125-4.1

DELETE: Entire section.

ADD:

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

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

## BASIS OF PAYMENT

### 125-5.1

ADD:

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

Payment for topsoiling and seeding of the Item 125 installation areas shall not be paid for separately but shall be considered incidental to the associated item.

## BASIS OF PAYMENT

Payment will be made under:

<b>ITEM AR125100</b>	<b>ELEVATED RETROREFLECTIVE MARKER</b>	<b>PER EACH.</b>
<b>ITEM AR125443</b>	<b>TAXI GUIDANCE SIGN, 3 CHARACTER</b>	<b>PER EACH.</b>
<b>ITEM AR125448</b>	<b>TAXI GUIDANCE SIGN, 8 CHARACTER</b>	<b>PER EACH.</b>

**DIVISION VIII – MISCELLANEOUS**

**ITEM 150510 – ENGINEER'S FIELD OFFICE**

**CHECK SHEET #5**

**ENGINEER'S FIELD OFFICE**

**150-2.1**

REVISE:

Paragraph (g) to the following:

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

Paragraph (j) to the following:

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

ADD:

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

**BASIS OF PAYMENT**

**150-3.1**

DELETE the second sentence of the second paragraph of this section.

Payment will be made under:

**ITEM AR150510**

**ENGINEER'S FIELD OFFICE**

**PER LUMP SUM.**

**ITEM 156000 – EROSION CONTROL**

**(CHECK SHEET NO. 8)**

**DESCRIPTION**

**156-1.1**

ADD:

All entrances to the construction site shall have a stabilized entrance constructed in accordance with Standard IL-630 of the Natural Resources Conservation Service and the current Illinois Urban Manual.

## **CONSTRUCTION METHODS**

### **156-3.8 REMOVAL OF EROSION CONTROL**

ADD:

The areas where erosion control measures are removed shall be seeded and mulched per seeding and mulching specifications herein. The costs associated with the removals shall be incidental to this item.

### **156-3.9 INLET PROTECTION**

Erosion control fencing and bales shall be placed around all proposed inlets and catch basins as shown on the plans, or as directed by the Engineer.

### **156-3.10**

In the event that temporary erosion and pollution control measures are ordered by the Engineer due to the Contractor's negligence or carelessness, the work shall be performed by the Contractor at no additional cost to the Owner.

## **METHOD OF MEASUREMENT**

ADD:

Stabilized construction entrances shall not be measured for payment. It shall be considered incidental to Item 156 – Erosion Control

The number of inlet protections paid for shall be per each as shown in the plans or directed by the Engineer.

## **BASIS OF PAYMENT**

### **156-5.1**

DELETE: This section.

ADD:

Payment shall be made at the contract unit prices of respective erosion control devices installed on the project. These prices shall be full compensation for furnishing all materials, labor, equipment and any incidentals necessary to install and **maintain** the erosion control devices shown on the plans and specified herein.

Inlet protections unit price per each shall include silt fence, hay bales and filter wrap as a completed unit, no separate payment will be made for each item.

### **156-5.2**

This price shall be full compensation for furnishing all materials, for all preparation and installation of these materials, including excavation, placement, tie-down stakes, maintenance and removal and for all labor equipment, tools and incidentals necessary to complete this item.



Payment will be made under:

<b>ITEM AR156510</b>	<b>SILT FENCE</b>	<b>PER LINEAR FOOT.</b>
<b>ITEM AR156520</b>	<b>INLET PROTECTION</b>	<b>PER EACH.</b>

## **ITEM 163 - TEMPORARY CONSTRUCTION FENCING**

### **DESCRIPTION**

#### **163-1.1**

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

### **MATERIALS**

#### **163-2.1**

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

### **CONSTRUCTION METHODS**

#### **163-3.1**

The protective fencing shall be tied to conventional notched metal "T" posts driven into the ground to a depth of at least 18 inches. "T" posts shall be spaced every 6-8 feet along the entire length of the protective fencing.

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

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

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

### **METHOD OF MEASUREMENT**

#### **163-4.1**

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

### **BASIS OF PAYMENT**

#### **163-5.1**

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

The fencing shall be removed at the completion of the project and disposed of off the Airport by the Contractor.

Payment will be made under:

**ITEM AR163000 TEMPORARY CONSTRUCTION FENCE PER LINEAR FOOT.**

### **ITEM 800053 – SOIL GUARD**

#### **DESCRIPTION**

##### **800053-1.1**

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

#### **MATERIALS**

##### **800053-2.1**

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

#### **CONSTRUCTION METHODS**

##### **800053-3.1**

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

##### **800053-4.1**

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

#### **BASIS OF PAYMENT**

##### **800053-5.1**

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

Payment will be made under:

**ITEM AR800053 SOIL GUARD PER SQUARE YARD.**

### **ITEM 910915 – REMOVE ROADWAY SIGN**

#### **DESCRIPTION**

##### **910-1.1**

This item consists of the removal and disposal of airport owned roadway signs.

**CONSTRUCTION MEHTODS**

**910-2.1**

This work shall consist of the removal of existing airport owned roadway signs. Trenches or voids resulting from the removal shall be backfilled and compacted in accordance with P-152, Excavation and Embankment for areas in proposed turf or backfilled and compacted in accordance with Section 701-2.7 and 701-3.7 for areas under proposed pavements. Roadway signs shall be disposed of by the Contractor off Airport property unless otherwise directed by the Engineer.

Trench backfill of removal items shall be incidental to the removal item.

**METHOD OF MEASUREMENT**

**910-3.1**

The quantity of roadway sign removals to be paid for shall be the number, per each, of signs satisfactorily removed and disposed of off-site.

**BASIS OF PAYMENT**

**910-4.1**

Payment shall be made at the contract unit price for REMOVE ROADWAY SIGN, per each. This price shall be full compensation for furnishing all materials, labor, equipment, and necessary incidentals to complete the item as shown on the plans and as specified herein.

Payment will be made under:

**ITEM AR910915 REMOVE ROADWAY SIGN**

**PER EACH.**

**Special Provisions  
Palwaukee Municipal Airport  
Wheeling/Prospect Heights, IL**

**IL Project: PWK-3471  
Northeast Quadrant Sitework  
Final Submittal**

**IDA POLICY MEMORANDUMS**

State of Illinois  
Department of Transportation  
Division of Aeronautics

**POLICY MEMORANDUM**

January 1, 2004

Springfield

Number: **87-4**

TO: CONSULTING ENGINEERS

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

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

#### D. PROCEDURE.

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

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

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

$G_{sb}$  = Bulk Specific Gravity  
A = Oven dry weight  
B = Saturated surface-dry weight  
C = Saturated submerged weight

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

$$\% \text{ Density} = 100 \times \frac{G_{sb}}{G_{mm}}$$

$G_{sb}$  = Bulk Specific Gravity  
 $G_{mm}$  = Theoretical Maximum Gravity\*

Note: The Theoretical Maximum Gravity ( $G_{mm}$ ) is determined from the mix design until current Vacuum Pycnometer test are available.

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

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

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

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

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

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

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

January 1, 2004

Springfield

Number 96-1

TO: CONSULTING ENGINEERS

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

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



### III. PRODUCTION TESTING

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

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

Supersedes Policy Memorandum 96-1 dated January 1, 2003

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

April 1, 2004

Springfield, Illinois

Number 96-2

TO: CONTRACTORS

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

I. SCOPE

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

II. LABORATORY

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

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

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

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

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

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

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

### III. MIX DESIGN TESTING

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

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

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

**Marshall Tests**

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

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

#### IV. MIX PRODUCTION TESTING

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

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

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

V. QUALITY CONTROL

A. Control Limits

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

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

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

B. Control Charts

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

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

The following parameters shall be recorded on control charts:

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

C. Corrective Action for Required Plant Tests

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

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

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

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

The Contractor shall notify the Engineer whenever the moving average values exceed the moving average control limits. If two consecutive moving average values fall outside the moving average control limits, the Contractor shall cease operations. Corrective action shall be immediately instituted by the Contractor. Operations shall not be reinstated without the approval of the Engineer. Failure to cease operations shall subject all subsequently produced material to be considered unacceptable.
  - b. Mix Production Control. If the Contractor is not controlling the production process and is making no effort to take corrective action, the operation shall stop.

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

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

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

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

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



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

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

Supersedes Policy Memorandum 96-2 dated April 1, 2003

# **APPENDIX A**

# BITUMINOUS WORKSHEET

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

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

Prod. #: \_\_\_\_\_

## AGGREGATE

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

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

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

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

## Percent Passing

### Sieve Size

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

## MARSHALL DATA

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

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

Flow \_\_\_\_\_

D \_\_\_\_\_

0 \_\_\_\_\_

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

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

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

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



# Bituminous Mixtures Extraction

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

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

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

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

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

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

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

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

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

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

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



# **APPENDIX B**

**QUALITY CONTROL TESTING (PLANT)**

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



**MIX DESIGN TESTING**

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

**QUALITY CONTROL TESTING (PAVER)**

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

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

January 1, 2004

Springfield, Illinois

Number 96-3

TO: CONSULTING ENGINEERS

SUBJECT: REQUIREMENTS FOR QUALITY ASSURANCE ON PROJECTS  
WITH BITUMINOUS CONCRETE PAVING

I. SCOPE

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

II. LABORATORY APPROVAL

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

III. QUALITY ASSURANCE DURING PRODUCTION PAVING

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

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

1. Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits:

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

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

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

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

#### IV. ACCEPTANCE BY ENGINEER

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

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

Supersedes Policy Memorandum 96-3 dated January 1, 1997

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**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

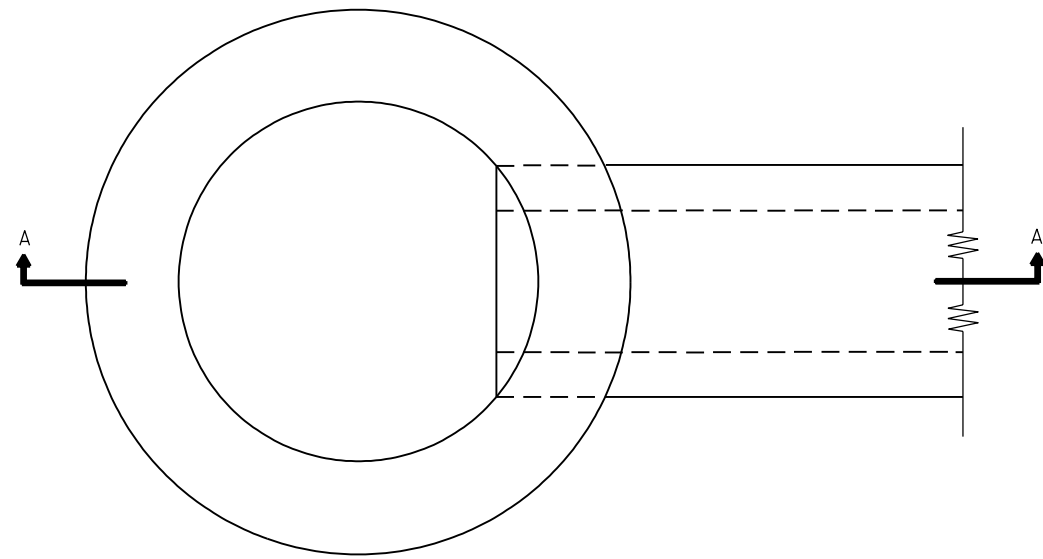
Supersedes policy memorandum 97-2 dated February 27, 2002

**Special Provisions  
Palwaukee Municipal Airport  
Wheeling/Prospect Heights, IL**

**IL Project: PWK-3471  
Northeast Quadrant Sitework  
Final Submittal**

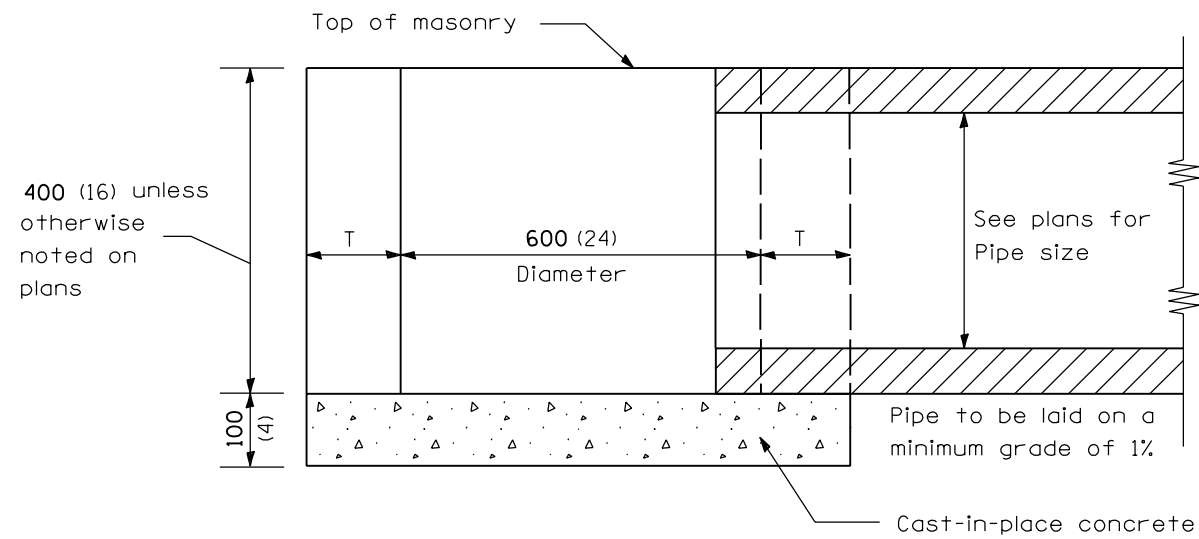
**I.D.O.T. STANDARD DRAWINGS**



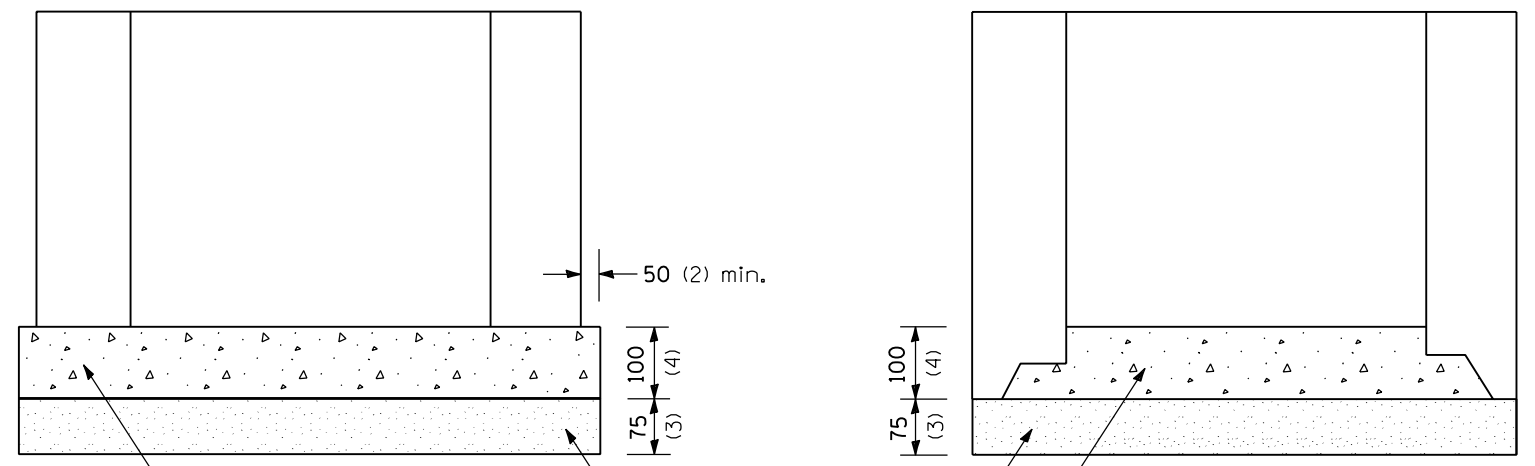


**PLAN**

ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	200 (8)
CAST-IN-PLACE CONCRETE	150 (6)
CONCRETE MASONRY UNIT	125 (5)
PRECAST REINFORCED CONCRETE SECTION	75 (3)



**SECTION A-A**



**ALTERNATE METHODS**

All dimensions are in millimeters (inches) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 1997

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 1997

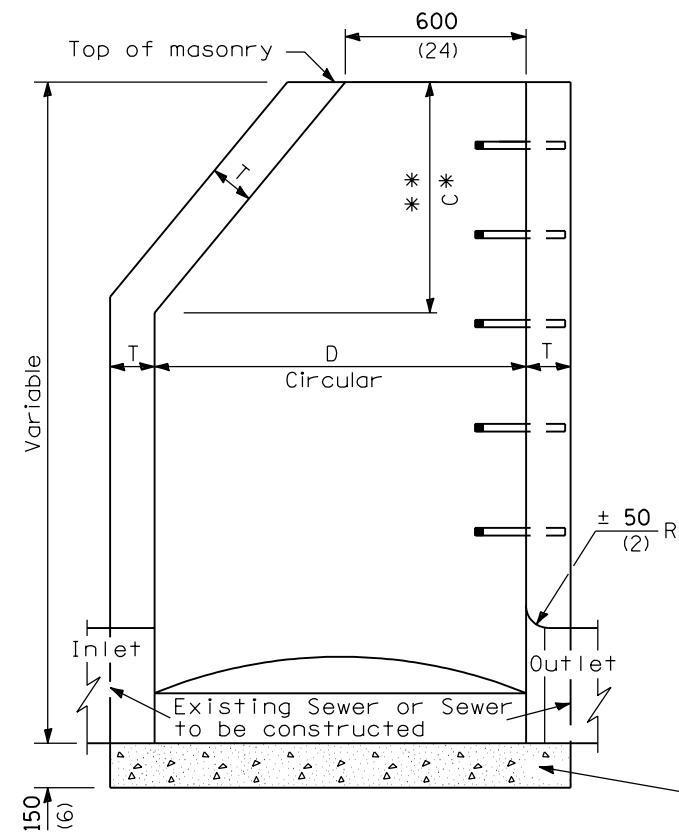
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

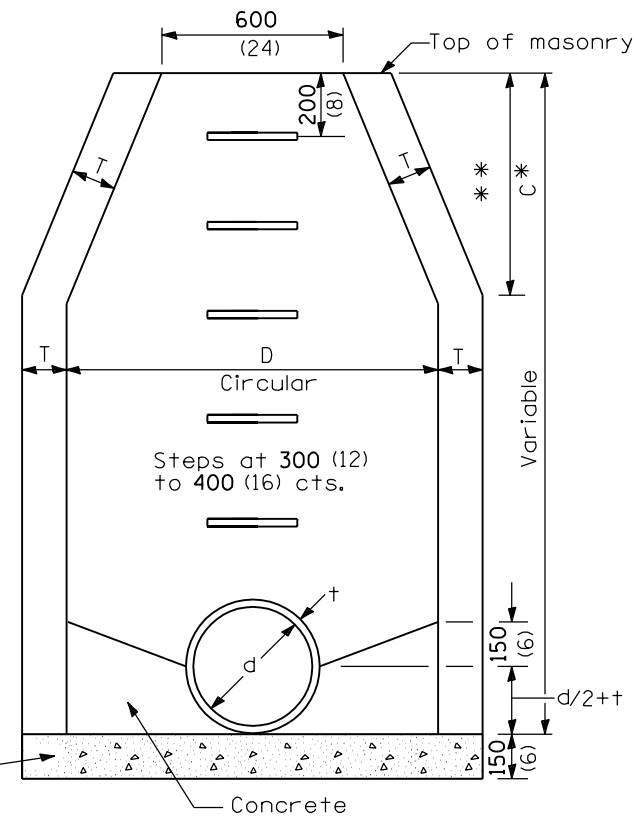
DATE	REVISIONS
1-1-97	Renum. Standard 1683-5.
6-15-94	Moved G.N. to Specs. Added Metric.

**INLET - TYPE A**

**STANDARD 602301**

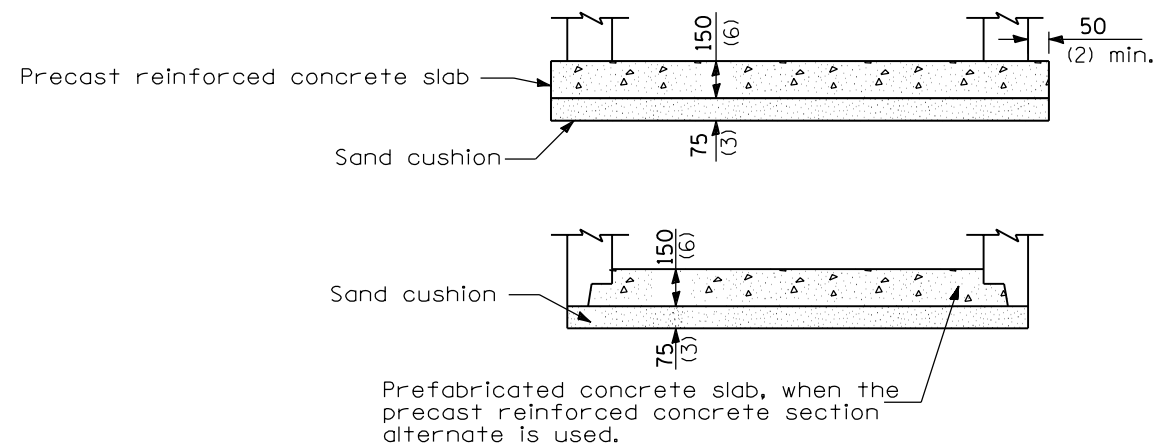


**ELEVATION - ECCENTRIC**



**ELEVATION - CONCENTRIC**

ALTERNATE MATERIALS FOR WALLS	D	C	T (min.)
Concrete Masonry Unit	1.2 m (4'-0")	750 (30)	125 (5)
	1.5 m (5'-0")	1.15 m (3'-9")	125 (5)
Brick Masonry	1.2 m (4'-0")	750 (30)	200 (8)
	1.5 m (5'-0")	1.15 m (3'-9")	200 (8)
Precast Reinforced Concrete Section	1.2 m (4'-0")	750 (30)	100 (4)
	1.5 m (5'-0")	1.15 m (3'-9")	125 (5)
Cast-in-place Concrete	1.2 m (4'-0")	750 (30)	150 (6)
	1.5 m (5'-0")	1.15 m (3'-9")	150 (6)



**ALTERNATE BOTTOM SLAB**

**GENERAL NOTES**

See Standard 602701 for details of steps.

\* Dimension "C" for Precast Reinforced Concrete Sections may vary from the dimension given to plus 150 mm (6").

\*\* See Standard 602601 for Optional Precast Reinforced Concrete Flat Slab Top.

All dimensions are in millimeters (inches) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 1997

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 1997

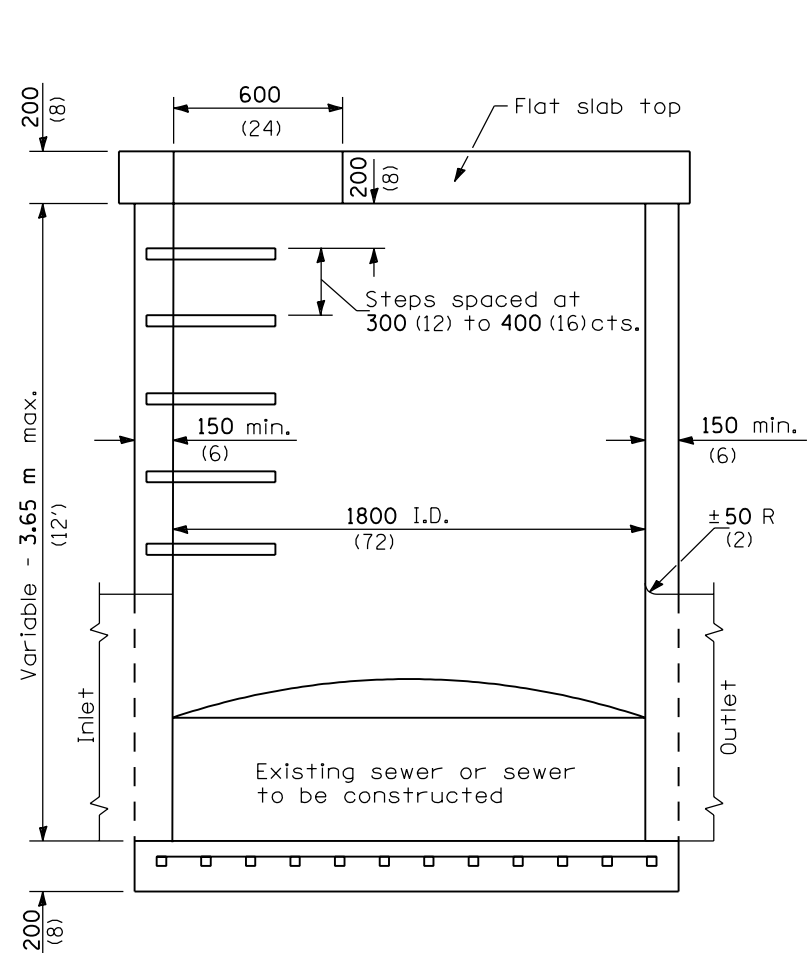
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

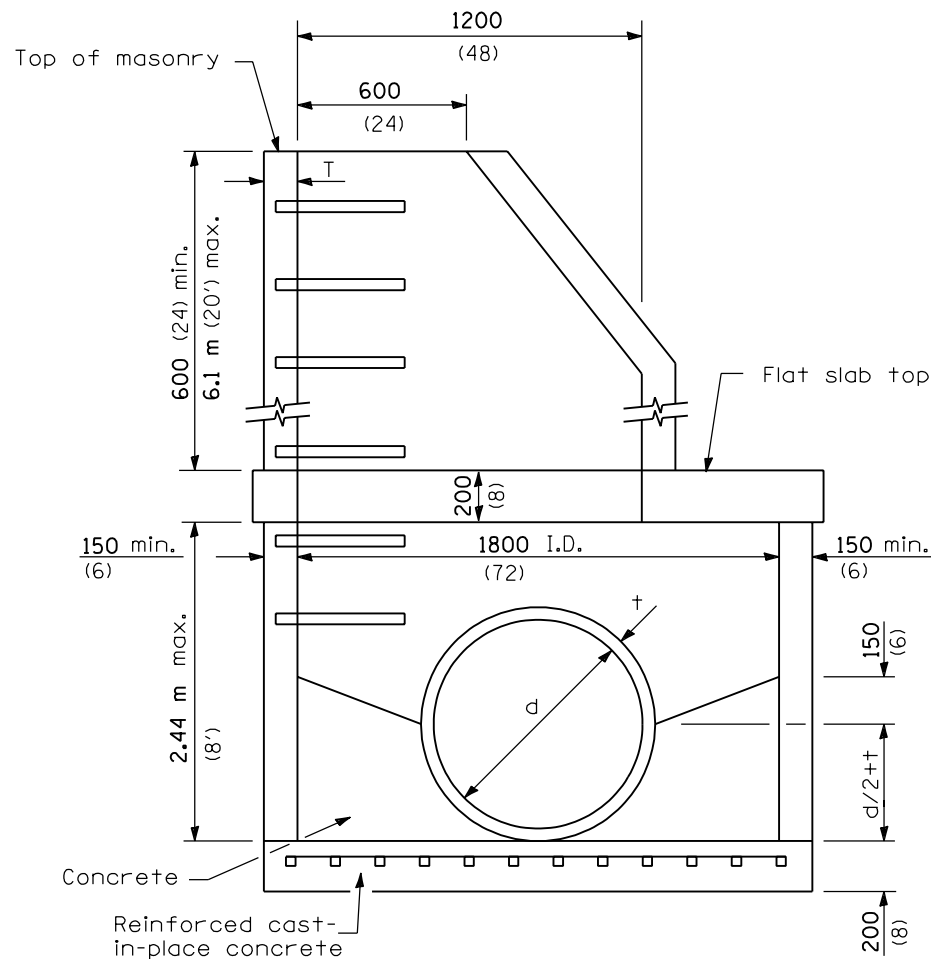
DATE	REVISIONS
1-1-97	Renum. Standard 1527-10.
6-15-94	Moved G.N. to Specs. Deleted step details & Cook County note.

**MANHOLE TYPE A**

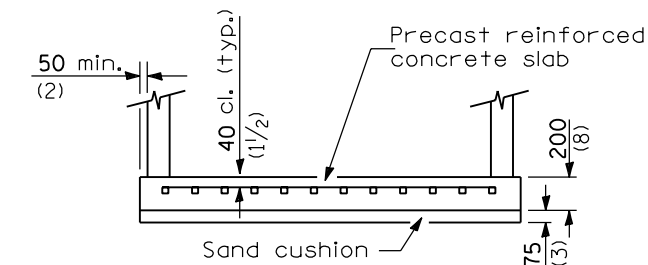
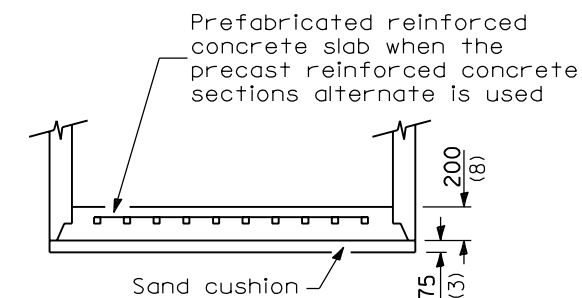
**STANDARD 602401**



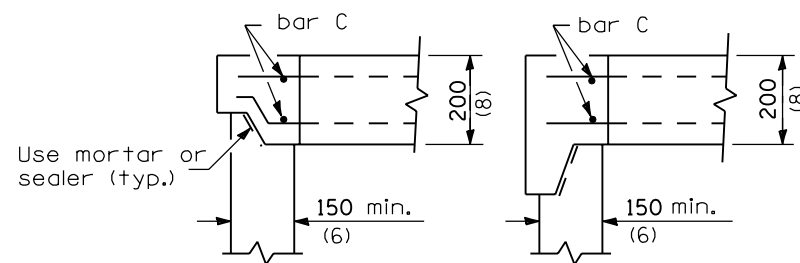
**ELEVATION**



**ELEVATION**



**ALTERNATE BOTTOM SLABS**



**ALTERNATE JOINT CONFIGURATIONS**

ALTERNATE MATERIALS FOR WALLS	T (min)
Concrete Masonry Units	125 (5)
Precast Reinforced Concrete Sections	100 (4)
Cast-in-Place Concrete	150 (6)

**GENERAL NOTES**

Joint configuration and dimensions of flat slab top shall match and fit the riser joint detail.

Lifting devices shall be approved by the Engineer.

Bottom slabs shall be reinforced with a minimum of 975 mm<sup>2</sup>/m (0.46 sq. in./ft.) in both directions.

See Standard 602701 for details of cast iron steps.

All dimensions are in millimeters (inches) unless otherwise shown.

DATE	REVISIONS
1-1-03	Added general note for reinforcement.
1-1-97	Renum. Standard 2395-1. Deleted DN Symbol, Rev. bars adj. to opening.

**MANHOLE TYPE A**  
**1800 mm (72") DIAMETER**  
 (Sheet 1 of 2)

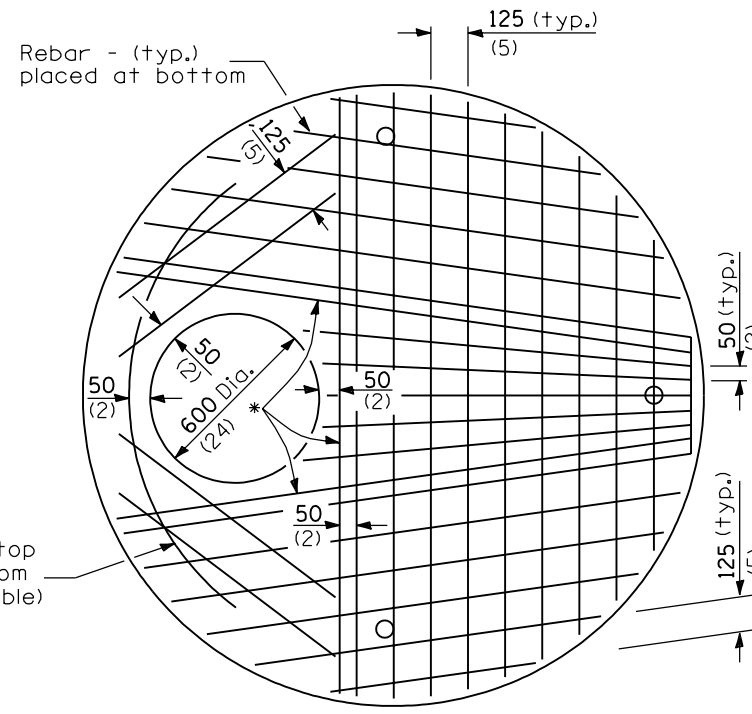
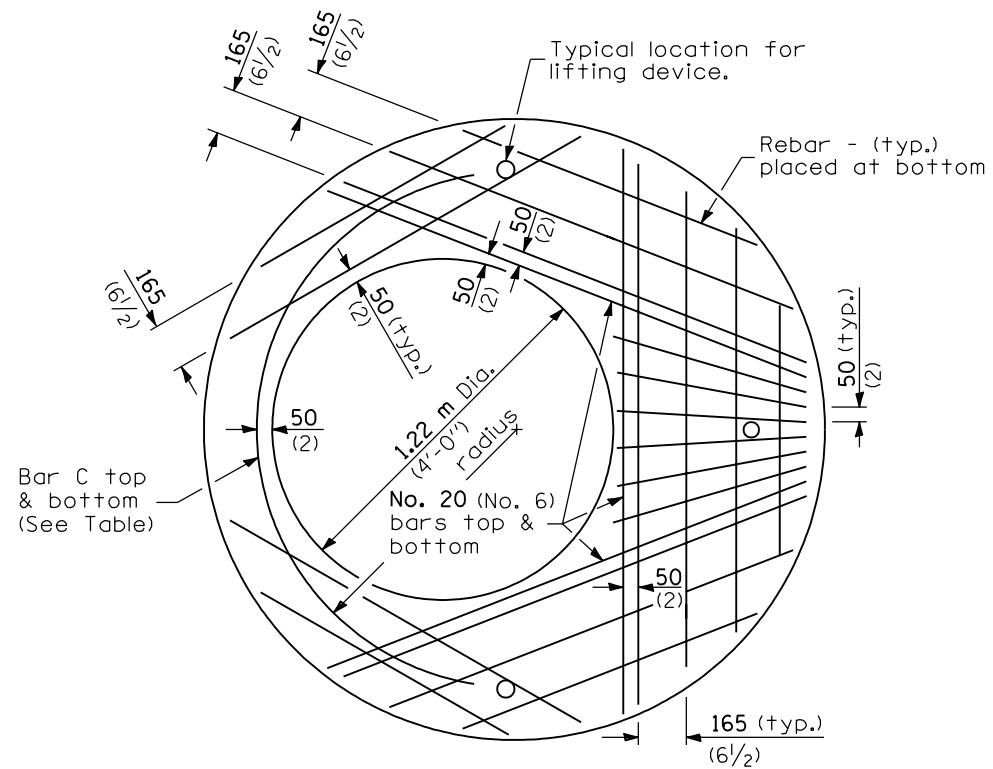
**STANDARD 602406-01**

Illinois Department of Transportation

PASSED January 1, 2003  
*Ryan Driskell*  
 ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2003  
*Michael L. Hine*  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

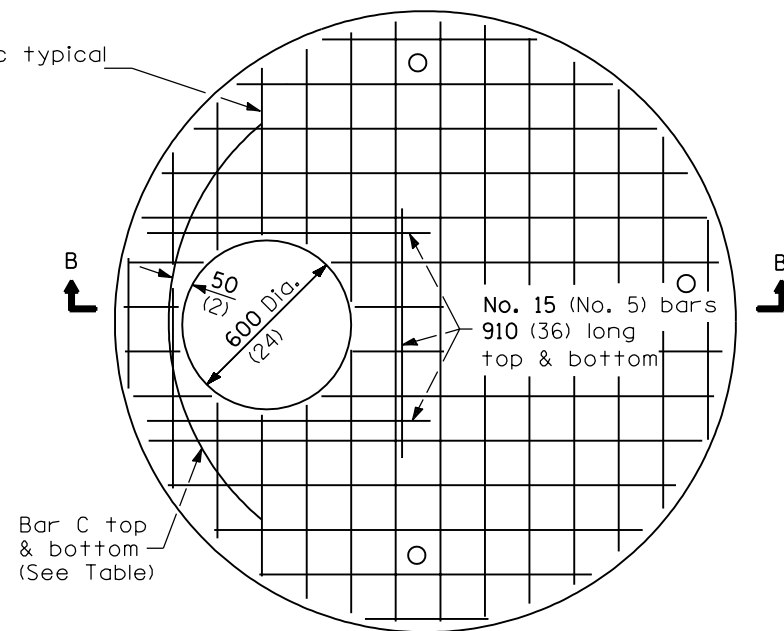
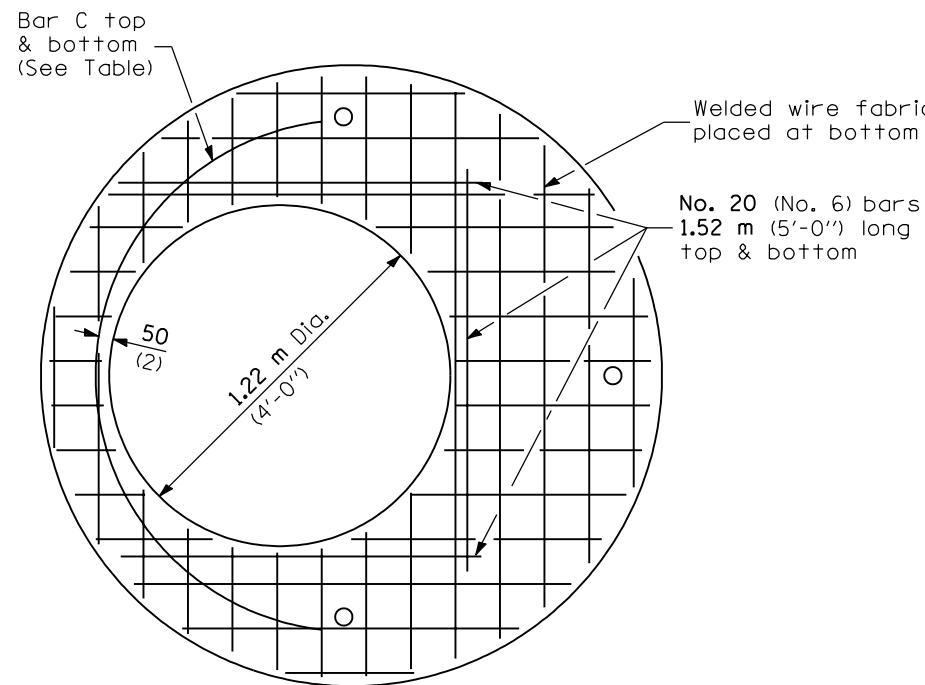


**PLAN**

Showing Rebar Reinforcement

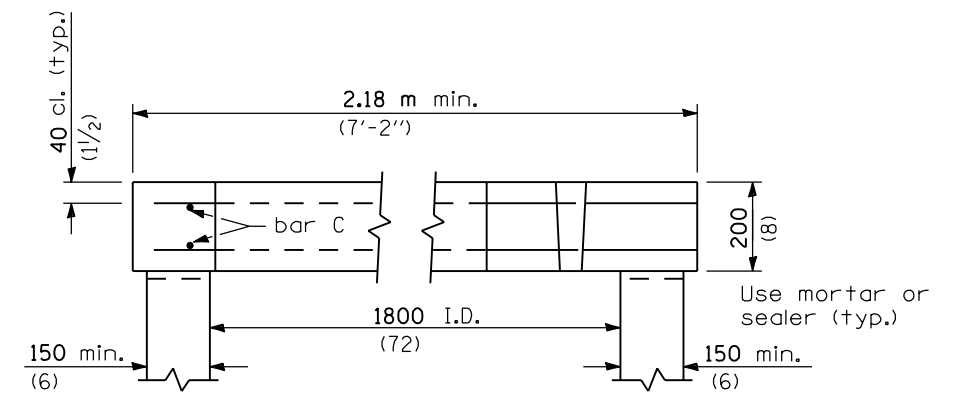
\* No. 20 (No. 6) bars top & bottom

Diameter of opening	Thickness	Reinforcement "As" WWF Each direction	Bar Size	No. 15 (No. 4) Bar C	
				Length	Radius
600 (24)	200 (8)	2244 mm <sup>2</sup> /m (1.06) sq. in./ft.	No. 20 (No. 6)	1.83 m (6'-0")	965 (38)
1.2 m (4'-0")	200 (8)	1736 mm <sup>2</sup> /m (0.82) sq. in./ft.	No. 20 (No. 6)	2.74 m (9'-0")	965 (38)



**PLAN**

Showing Welded Wire Fabric Reinforcement



**SECTION B-B**

All dimensions are in millimeters (inches) unless otherwise shown.

**MANHOLE TYPE A**  
**1800 mm (72'') DIAMETER**  
 (Sheet 2 of 2)

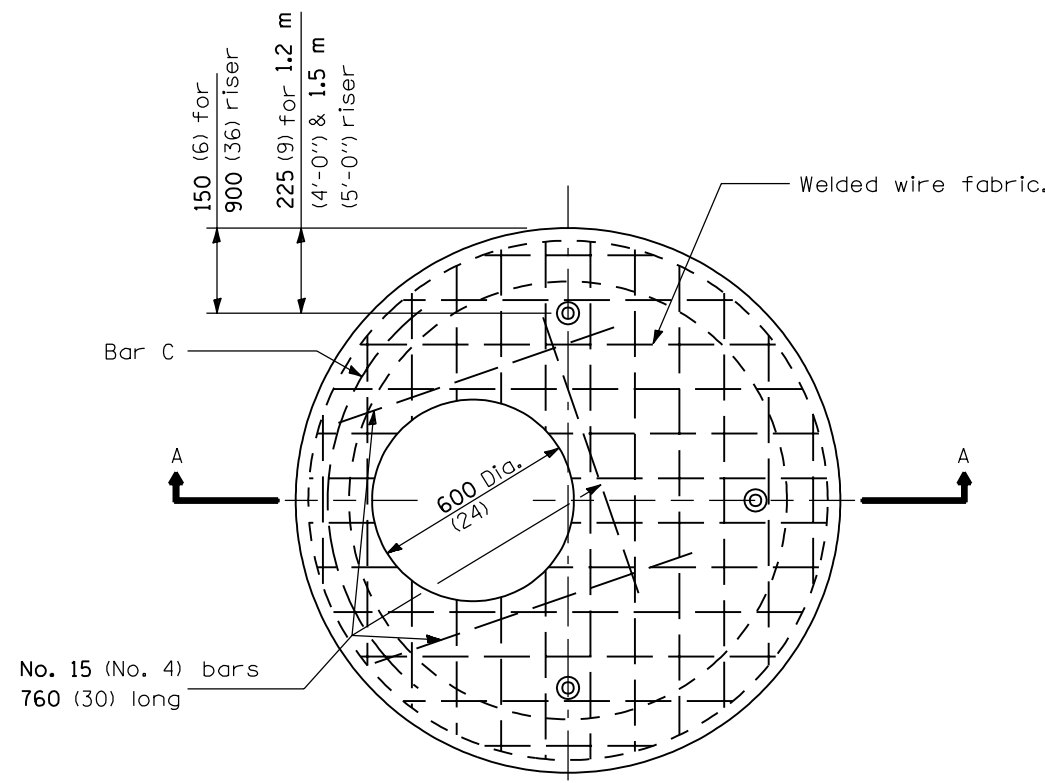
**STANDARD 602406-01**

Illinois Department of Transportation

PASSED January 1, 2003  
*Ryan Driskell*  
 ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2003  
*Michael L. Hine*  
 ENGINEER OF DESIGN AND ENVIRONMENT

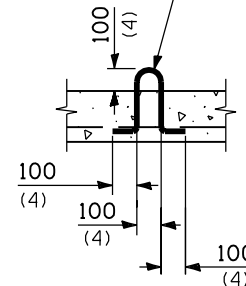
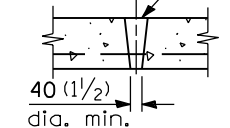
ISSUED 1-1-97



**PLAN**  
(WELDED WIRE FABRIC)

No. 15 (No. 4) bar loop.  
Burn off after installation when necessary.

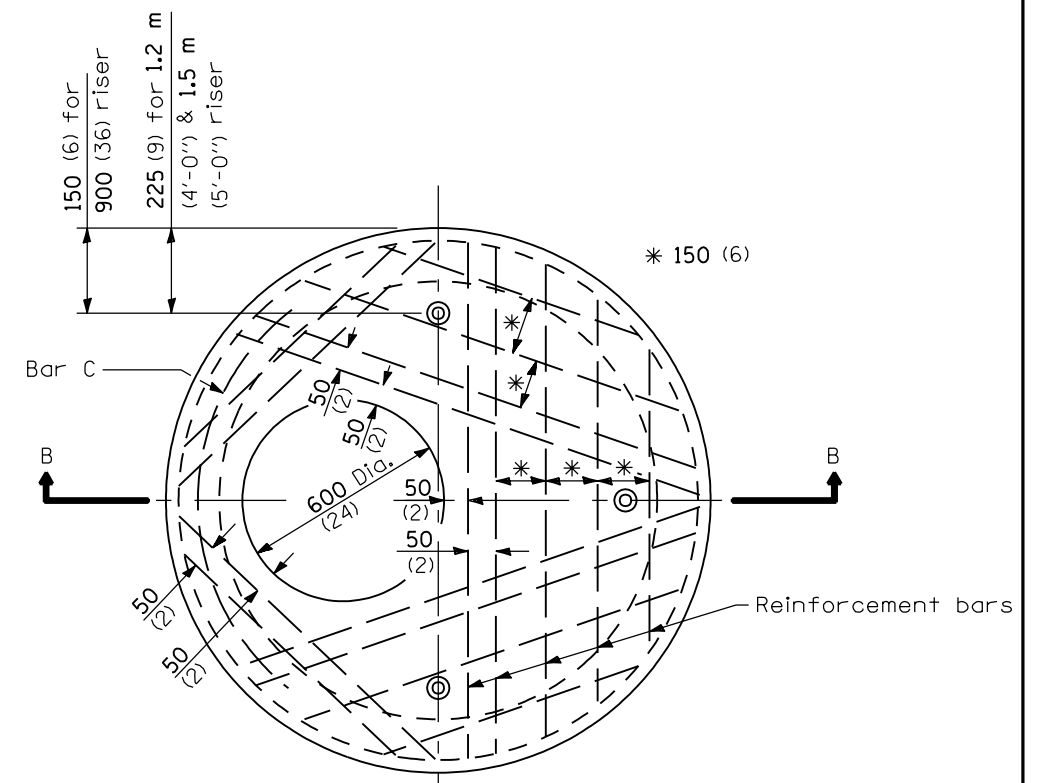
Plug and seal with mastic after installation.



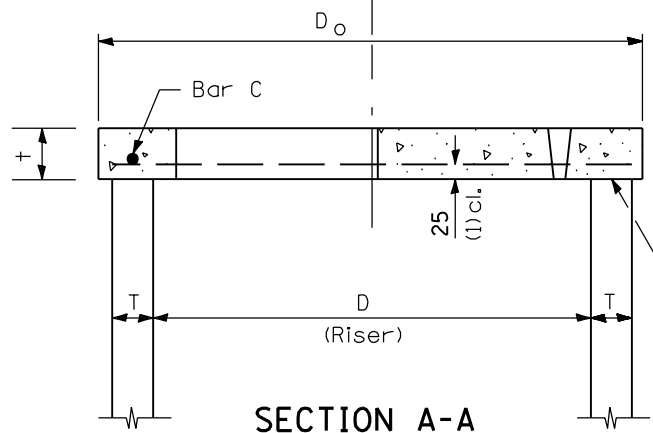
**LIFTING HOLE OR LIFTING LOOP**

**TYPICAL**

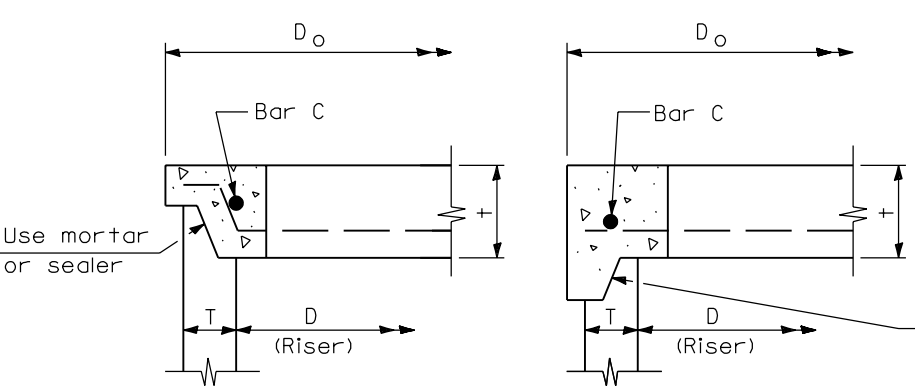
(3 required per slab)



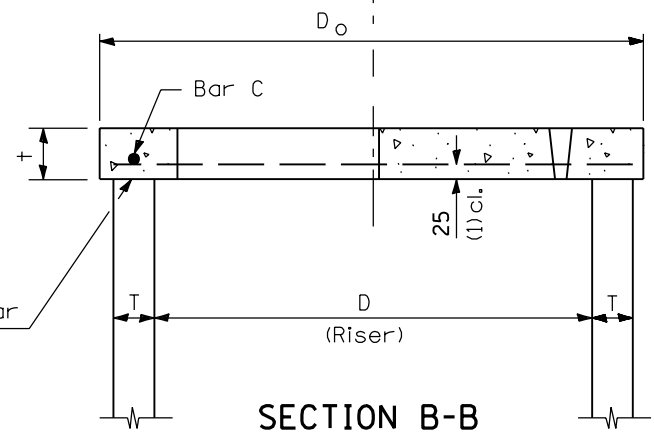
**PLAN**  
(REINFORCEMENT BARS)



**SECTION A-A**



**ALTERNATE JOINT CONFIGURATIONS**

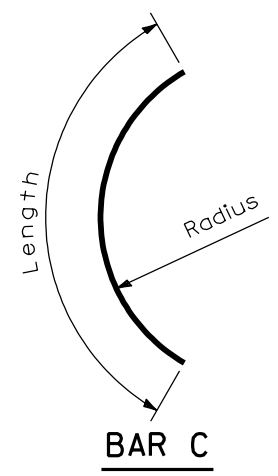


**SECTION B-B**

**GENERAL NOTES**

The flat slab top may be used in lieu of the tapered tops shown on Standards 602001, 602011, 602306, 602401, or 602501 at the option of the Contractor or when field conditions prohibit the use of tapered tops.

All dimensions are in millimeters (inches) unless otherwise shown.



**TABLE**

D	T	D <sub>o</sub> (min.)	t	Reinforcement "A <sub>s</sub> " W.W.F. each direction	OR Bar size	No. 15 (No. 4) Bar C Length	No. 15 (No. 4) Bar C Radius
900 (36)	See applicable Standards	D + 2T	150 (6)	425 mm <sup>2</sup> / m (.20 sq. inch/ft.)	No. 15 (No. 4)	1.2 m (4'-0")	480 (19)
1.2 m (4'-0")			150 (6)	740 mm <sup>2</sup> / m (.35 sq. inch/ft.)	No. 15 (No. 5)	1.35 m (4'-6")	660 (26)
1.5 m (5'-0")			200 (8)	740 mm <sup>2</sup> / m (.35 sq. inch/ft.)	No. 15 (No. 5)	1.5 m (5'-0")	810 (32)

DATE	REVISIONS
1-1-97	Renum. Standard 2354-2
6-15-94	Moved G.N. to Specs. Added Metric. Revised title.

**PRECAST REINFORCED CONCRETE  
FLAT SLAB TOP**

**STANDARD 602601**

Illinois Department of Transportation

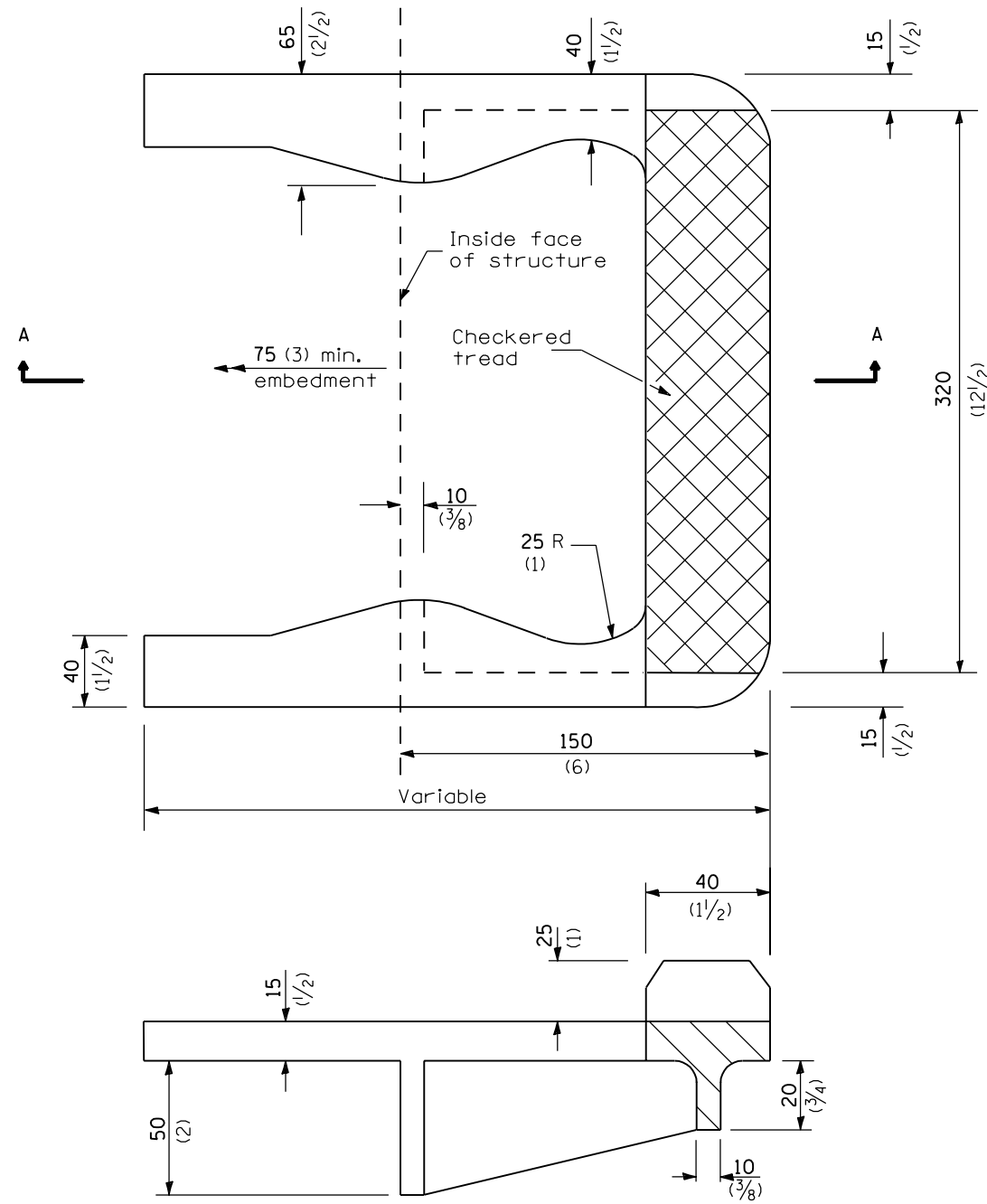
PASSED January 1, 1997

ENGINEER OF POLICE AND PROCEDURES

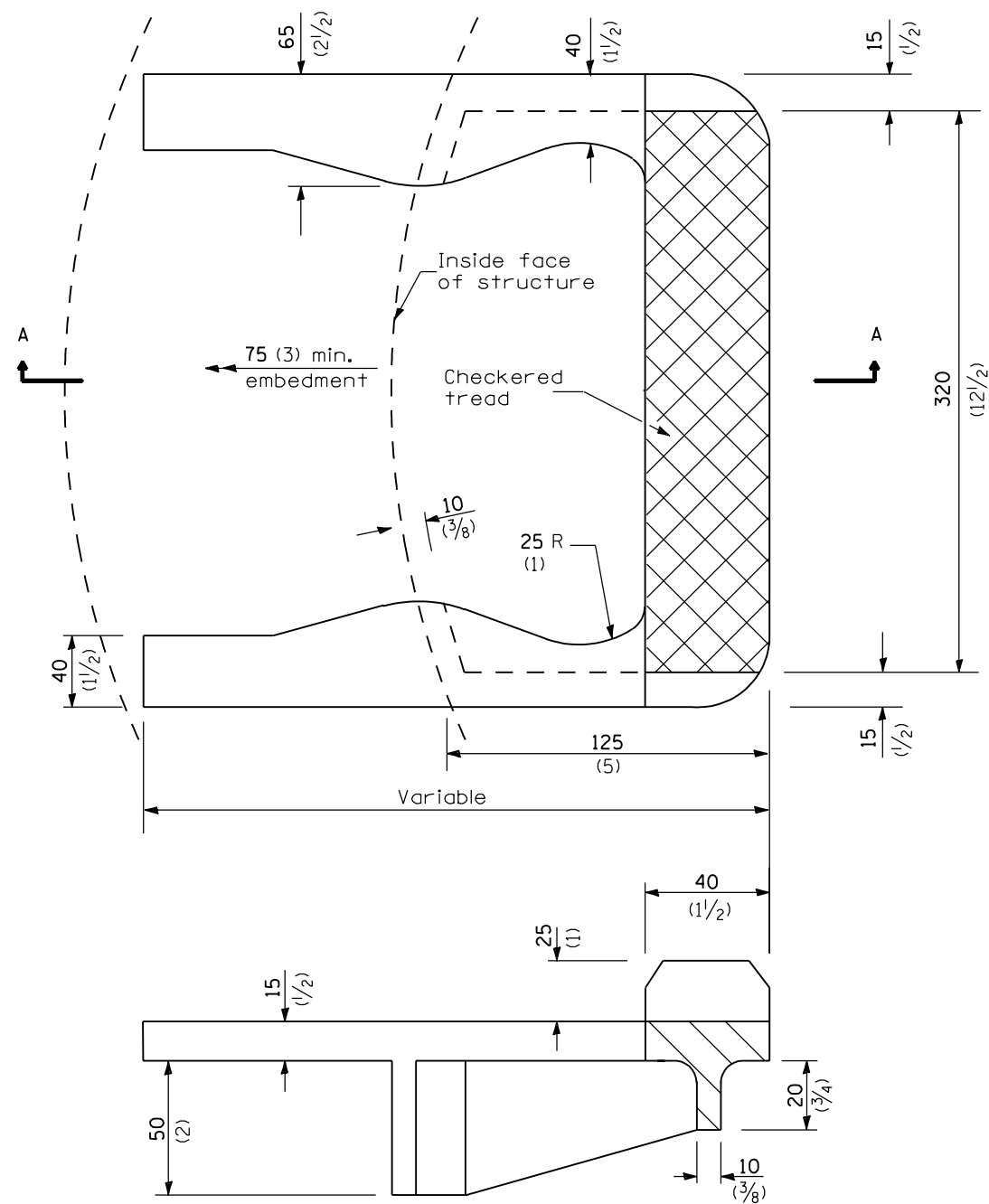
APPROVED January 1, 1997

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



SECTION A-A  
STRAIGHT WALL STRUCTURE



SECTION A-A  
CIRCULAR WALL STRUCTURE

All dimensions are in millimeters (inches) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 1997

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 1997

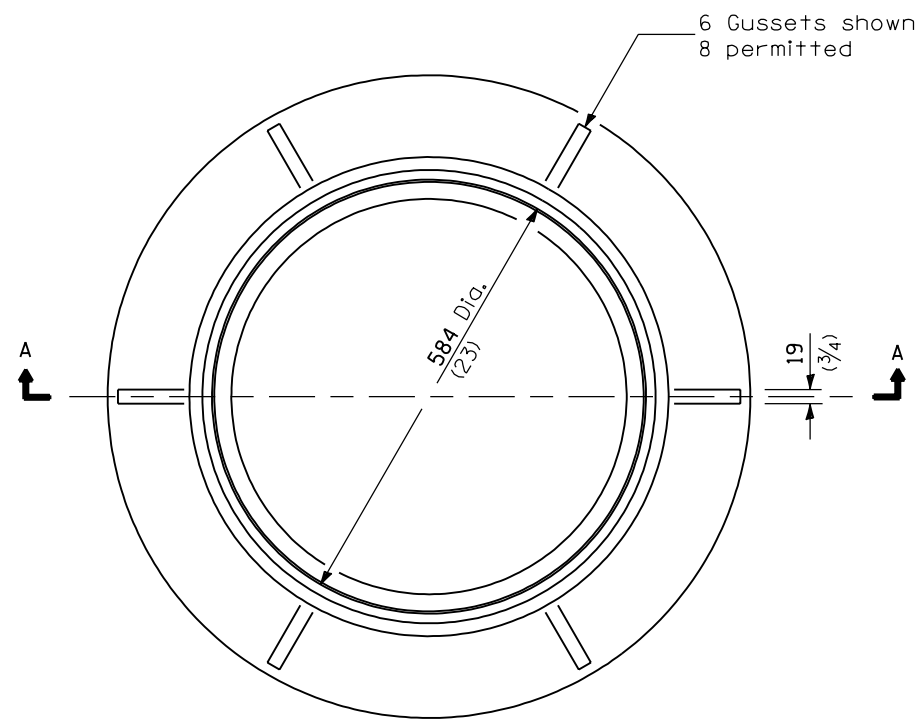
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 26-1-1

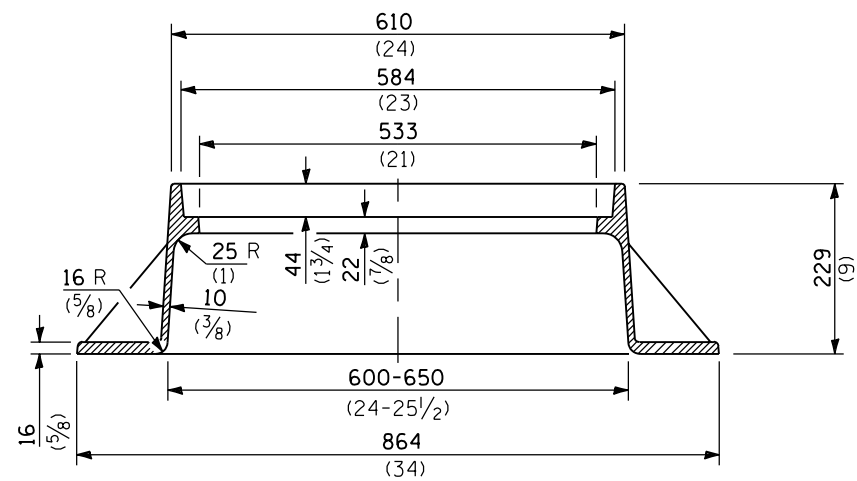
DATE	REVISIONS
1-1-97	Renum. Standard 2447.
6-15-94	New standard. Deleted step details from other standards.

CAST IRON STEPS

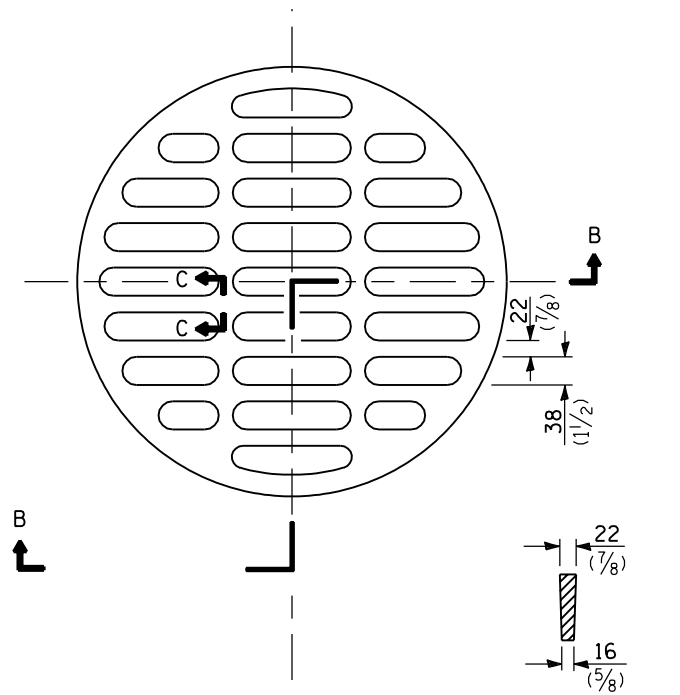
**STANDARD 602701**



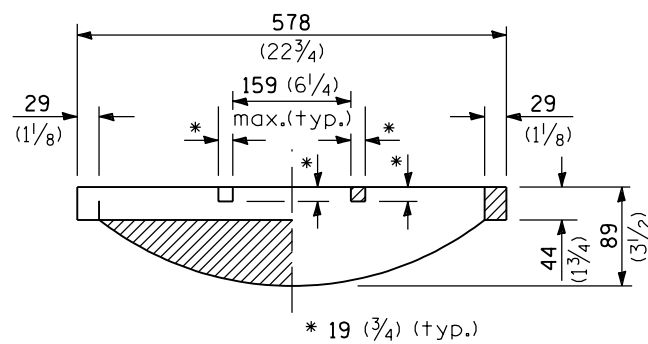
**CAST FRAME**



**SECTION A-A**  
Gray Iron

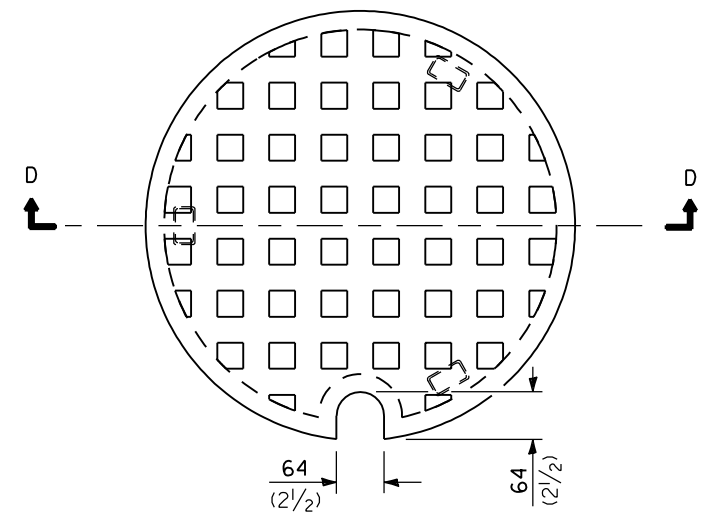


**SECTION C-C**

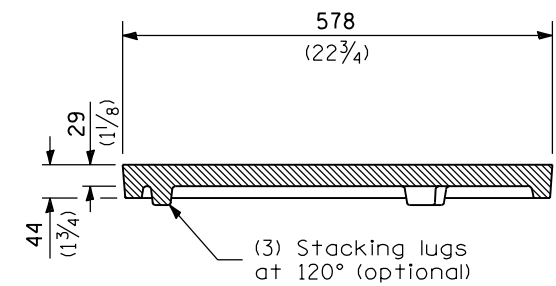


**SECTION B-B**

**CAST OPEN LID**



**SECTION D-D**



**CAST CLOSED LID**  
Gray Iron Lid

All dimensions are in millimeters (inches) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2004  
*Michael Brand*  
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2004  
*Michael L. Hine*  
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-04  
26-1-1-7

DATE	REVISIONS
1-1-04	Removed weights.
1-1-02	Changed wall thickness from 5/16 to 3/8.

**FRAME AND LIDS**  
**TYPE 1**

**STANDARD 604001-02**

## PAYROLLS

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

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



**ILLINOIS DEPARTMENT OF LABOR**

**PREVAILING WAGES FOR Cook COUNTY EFFECTIVE July 1, 2005**

These Prevailing rates of wages are included in this Contract proposal which is subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of this Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of the Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post this scale of wages in a prominent and easily accessible place at the site of work.

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

## Cook County Prevailing Wage for July 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		36.820	40.140	2.0	2.0	2.0	6.920	6.260	0.000	0.210
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
CEMENT MASON		ALL		36.600	37.850	2.0	1.5	2.0	6.110	4.920	0.000	0.150
CERAMIC TILE FNSHER		BLD		27.200	0.000	2.0	1.5	2.0	5.400	5.200	0.000	0.100
COMM. ELECT.		BLD		30.890	33.390	1.5	1.5	2.0	5.600	5.270	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		26.480	39.550	1.5	1.5	2.0	5.130	6.330	0.000	0.140
ELECTRIC PWR LINEMAN		ALL		33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRICIAN		ALL		34.650	37.250	1.5	1.5	2.0	8.100	6.430	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		38.995	43.870	2.0	2.0	2.0	7.275	3.420	2.340	0.370
FENCE ERECTOR		ALL		24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER		BLD		30.000	31.000	1.5	2.0	2.0	6.090	8.450	0.000	0.500
HT/FROST INSULATOR		BLD		31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
LABORER		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
LATHER		BLD		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
MACHINIST		BLD		35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MILLWRIGHT		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
OPERATING ENGINEER		BLD	1	39.550	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	2	38.250	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	3	35.700	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	4	33.950	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		FLT	1	42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	2	41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	3	36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	4	30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		HWY	1	37.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	2	37.200	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	3	35.150	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	4	33.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	5	32.550	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
ORNAMNTL IRON WORKER		ALL		32.300	34.050	2.0	2.0	2.0	6.650	9.690	0.000	0.750
PAINTER		ALL		32.100	36.110	1.5	1.5	1.5	5.550	4.900	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
PIPEFITTER		BLD		36.100	38.100	1.5	1.5	2.0	7.910	6.100	0.000	0.800
PLASTERER		BLD		32.100	33.600	1.5	1.5	2.0	6.240	6.600	0.000	0.400
PLUMBER		BLD		37.100	39.100	1.5	1.5	2.0	6.250	3.440	0.000	0.590
ROOFER		BLD		31.950	33.950	1.5	1.5	2.0	5.470	2.950	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		23.750	24.600	1.5	1.5	2.0	3.880	2.000	0.000	0.000
SPRINKLER FITTER		BLD		34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		27.950	0.000	1.5	1.5	2.0	6.150	5.560	0.000	0.220
TERRAZZO MASON		BLD		32.050	35.050	1.5	1.5	2.0	6.150	7.140	0.000	0.120
TILE MASON		BLD		33.000	37.000	2.0	1.5	2.0	5.400	6.400	0.000	0.180
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	28.700	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000

TRUCK DRIVER	E	ALL	2	28.950	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	3	29.150	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	4	29.350	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	W	ALL	1	28.700	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	2	28.850	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	3	29.050	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	4	29.250	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TUCKPOINTER		BLD		34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior

which were installed in a similar manner.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

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

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

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted);

Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with

attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

Other Classifications of Work:

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

#### LANDSCAPING

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



STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
Division of Aeronautics

REQUIRED PROVISIONS - STATE CONTRACTS

Effective April 1, 1965  
Revised January 2, 1973

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

TABLE OF CONTENTS

SECTION 1

Proposal Requirements and Conditions

SUB-SECTION

1-01 ADVERTISEMENT (Notice to Bidders).....	33
1-02 PREQUALIFICATION OF BIDDERS.....	33
1-03 CONTENTS OF PROPOSAL FORMS .....	34
1-04 ISSUANCE OF PROPOSAL FORMS.....	34
1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE.....	34
1-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.....	34
1-07 PREPARATION OF THE PROPOSAL .....	35
1-08 REJECTION OF PROPOSALS .....	35
1-09 PROPOSAL GUARANTY .....	35
1-10 DELIVERY OF PROPOSALS .....	36
1-11 WITHDRAWAL OF PROPOSALS.....	36
1-12 PUBLIC OPENING OF PROPOSALS.....	36
1-13 DISQUALIFICATION OF BIDDERS.....	36
1-14 WORKER'S COMPENSATION INSURANCE.....	36

SECTION 2

Award and Execution of Contract

SUB-SECTION

2-01 CONSIDERATION OF PROPOSALS .....	36
2-02 AWARD OF CONTRACT .....	37
2-03 CANCELLATION OF AWARD .....	37
2-04 RETURN OF PROPOSAL GUARANTY .....	37
2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS.....	37
2-06 EXECUTION OF CONTRACT.....	37
2-07 APPROVAL OF CONTRACT .....	37
2-08 FAILURE TO EXECUTE CONTRACT .....	37

## SECTION 1

### PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

#### 1-02 PREQUALIFICATION OF BIDDERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2

### AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

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

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

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

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

APPENDIX B

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

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

Revised 08-31-83



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

Revised 08-31-83

APPENDIX B (CONTINUED)

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

Revised 08-31-83

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

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

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

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

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

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

Revised 08-31-83

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.

Revised 08-31-83

- 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.

Revised 08-31-83

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

Revised 08-31-83

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

41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

## DISADVANTAGED BUSINESS POLICY

### I. NOTICE

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

### II. POLICY

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

### III. OBLIGATION

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

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

### IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

### V. BREACH OF CONTRACT

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

(Rev. 9/21/92)



State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- I. FEDERAL OBLIGATION: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.
- II. CONTRACTOR ASSURANCE: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:
- The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- III. OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.77% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.
- IV. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 12.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
- A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

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

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

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

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

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

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

E. DBE as a material supplier:

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

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

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

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

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

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

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

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

## WORKERS' COMPENSATION INSURANCE

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

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

### SPECIAL PROVISION FOR DOMESTIC SOURCE FOR STEEL

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