

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

PREQUALIFICATION

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

WHO CAN BID?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid or Not for Bid Status" (BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the Item number in large bold type in the upper left-hand corner of the page.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner.
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages 30-38).
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the Division Construction Engineer at the pre-construction conference.

BID SUBMITTAL CHECKLIST

Cover page (the sheet that has the item number on it) – This should be the first page of your proposal, **followed by your bid (the Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices that came with the proposal package.

Page 4 (Item 9) - Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.

After Page 4 – Insert the following documents: The **Illinois Office Affidavit** (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous, and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.

Page 10 (Paragraph J) - Check “YES” or “NO” whether your company has any business in Iran.

Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

Page 12 (Paragraph C) - This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each Form A that is filled out.

Pages 14-17 (Form A) - One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

Page 18 (Form B) - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) – Check N/A if the Form A you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A you submitted is not correct and you will be required to submit a revised Form A.

Pages 20-21 (Workforce Projection) - Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

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

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

10A

RETURN WITH BID

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

Letting August 1, 2014

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. BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Illinois Department of Transportation
DIVISION OF AERONAUTICS

Contract No. PE098
Peoria International Airport
Peoria, Illinois
Peoria County
Illinois Project No. PIA-4415
SBG Project No. 3-17-0080-XX

For engineering information, contact Joe Miller, P.E. of Crawford, Murphy & Tilly, Inc. at (217) 787-8050.

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

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.
- An Annual Bid Bond is included or is on file with IDOT



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. PE098
Peoria International Airport
Peoria, Illinois
Peoria County
Illinois Project No. PIA-4415
SBG Project No. 3-17-0080-XX**

Drainage Improvements/Slope Stabilization and Rehabilitate Terminal Entrance Road, Phase 1 and 2

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda, form of contract and contract bond, 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder 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 bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **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
\$5,000	to	\$300	\$3,000,000	to	\$5,000,000
\$10,000	to	\$1,000	\$5,000,000	to	\$7,500,000
\$50,000	to	\$3,000	\$7,500,000	to	\$10,000,000
\$100,000	to	\$5,000	\$10,000,000	to	\$15,000,000
\$150,000	to	\$7,500	\$15,000,000	to	\$20,000,000
\$250,000	to	\$12,500	\$20,000,000	to	\$25,000,000
\$500,000	to	\$25,000	\$25,000,000	to	\$30,000,000
\$1,000,000	to	\$50,000	\$30,000,000	to	\$35,000,000
\$1,500,000	to	\$75,000	over		\$35,000,000

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

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 will fail to execute contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will 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 bond; otherwise, the bid bond will become void or the proposal guaranty check will be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Airport _____

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

RETURN WITH BID

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

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

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT.** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code
10. **The services of a subcontractor will be used.**
- Check box Yes
- Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor. (30 ILCS 500/20-120)

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - PE098

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 07/09/14
 RUN TIME - 223248

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
PEORIA	143	04	PEORIA INTERNATIONAL	3-17-SBGP-XX	PI-A -4415

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR150520	MOBILIZATION	L.S.	1.000 X		=		
AR150530	TRAFFIC MAINTENANCE	L.S.	1.000 X		=		
AR151450	CLEARING AND GRUBBING	ACRE	4.000 X		=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	6,300.000 X		=		
AR152512	SUBGRADE REPAIR	C.Y.	51.000 X		=		
AR156511	DITCH CHECK	EACH	12.000 X		=		
AR156515	STRAW WATTLE	L.F.	1,540.000 X		=		
AR156520	INLET PROTECTION	EACH	21.000 X		=		
AR156544	RIPRAP-GRADATION NO. 4	S.Y.	562.000 X		=		
AR156545	RIPRAP-GRADATION NO. 5	S.Y.	167.000 X		=		
AR209510	CRUSHED AGGREGATE BASE COURSE	TON	734.000 X		=		
AR209600	GEOTEXTILE FABRIC	S.Y.	76.000 X		=		
AR401610	BITUMINOUS SURFACE COURSE	TON	1,665.000 X		=		
AR401650	BITUMINOUS PAVEMENT MILLING	S.Y.	4,472.000 X		=		
AR401655	BUTT JOINT CONSTRUCTION	S.Y.	2,236.000 X		=		

PEORIA INTERNATIONAL
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - PE098

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 07/09/14
RUN TIME - 223248

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401910	REMOVE & REPLACE BIT. PAVEMENT	S.Y.	253.000 X		=		
AR403610	BITUMINOUS BASE COURSE	TON	3,939.000 X		=		
AR403620	BITUMINOUS BASE COURSE, LEVELING	TON	525.000 X		=		
AR403630	BITUMINOUS BASE TEST SECTION	EACH	1.000 X		=		
AR501120	RUBBLIZE PAVEMENT	S.Y.	12,928.000 X		=		
AR501606	6" PCC SIDEWALK	S.F.	1,021.000 X		=		
AR501690	PCC SIDEWALK REMOVAL	S.F.	949.000 X		=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	182.000 X		=		
AR603510	BITUMINOUS TACK COAT	GAL.	2,851.000 X		=		
AR620510	PAVEMENT MARKING	S.F.	3,211.000 X		=		
AR701412	12" RCP, CLASS III	L.F.	10.000 X		=		
AR701436	36" RCP, CLASS III	L.F.	98.000 X		=		
AR751601	CATCH BASIN TYPE A	EACH	2.000 X		=		
AR751940	ADJUST INLET	EACH	12.000 X		=		
AR752412	PRECAST REINFORCED CONC. FES 12"	EACH	2.000 X		=		

PEORIA INTERNATIONAL
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - PE098

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 07/09/14
RUN TIME - 223248

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR752436	PRECAST REINFORCED CONC. FES 36"	EACH	1.000 X		=		
AR754410	COMB CONCRETE CURB & GUTTER	L.F.	8,785.000 X		=		
AR754904	REMOVE COMB CURB & GUTTER	L.F.	8,912.000 X		=		
AR800249	CONSTRUCT TEMPORARY ENTRANCE	L.S.	1.000 X		=		
AR801500	RETAINING WALL	S.F.F.	2,640.000 X		=		
AR901510	SEEDING	ACRE	4.000 X		=		
AR905520	TOPSOILING (FROM OFF SITE)	C.Y.	1,487.000 X		=		
AR908514	LIGHT-DUTY HYDRAULIC MULCH	ACRE	2.000 X		=		
AR908520	EXCELSIOR BLANKET	S.Y.	5,731.000 X		=		
AR910200	ROADWAY SIGN	EACH	4.000 X		=		
AR910420	BOLLARD	EACH	10.000 X		=		

TOTAL \$

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

PEORIA INTERNATIONAL
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - PE098

ECMS002 DTGECM03 ECMR003 PAGE 4
RUN DATE - 07/09/14
RUN TIME - 223248

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

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor, the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the States' request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

RETURN WITH BID

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.

B. Negotiations

Section 50-15. Negotiations.

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.

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

C. Inducements

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.

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, 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 CPO.

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

F. Confidentiality

Section 50-45. Confidentiality.

Any CPO, SPO, 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.

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

G. Insider Information

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.

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.

I acknowledge, understand and accept these terms and conditions for the above assurances.

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

F. Educational Loan

Section 3 of the Educational Loan Default Act provides 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.

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012 provides:

(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.

(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.

RETURN WITH BID

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.

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.

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

J. Disclosure of Business Operations in Iran

Section 50-36 of the Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

_____ **NA-FEDERAL** _____

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

RETURN WITH BID

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

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

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

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

I acknowledge, understand and accept these terms and conditions for the above certifications.

RETURN WITH BID

IV. DISCLOSURES

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

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES _____ NO _____
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES _____ NO _____
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES _____ NO _____
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES _____ NO _____

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

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

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

RETURN WITH BID

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

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

RETURN WITH BID

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**
The current salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes____ No____

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

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

RETURN WITH BID

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

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

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

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

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes _____ No _____

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

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes _____ No _____

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes _____ No _____ If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. PE098
Peoria International Airport
Peoria, Illinois
Peoria County
Illinois Project No. PIA-4415
SBG Project No. 3-17-0080-XX**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federally funded airport construction contracts, all bidders make the following certifications.

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

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
Yes____ No____
2. If your answer is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? Yes____ No____

RETURN WITH BID

**Contract No. PE098
Peoria International Airport
Peoria, Illinois
Peoria County
Illinois Project No. PIA-4415
SBG Project No. 3-17-0080-XX**

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 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name _____

(IF AN INDIVIDUAL) Signature of Owner _____

Business Address _____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP) Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____

By _____

Signature of Authorized Representative

(IF A CORPORATION) _____

Typed or printed name and title of Authorized Representative

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

Signature

Business Address _____

Corporate Name _____

By _____

Signature of Authorized Representative

(IF A JOINT VENTURE) _____

Typed or printed name and title of Authorized Representative

Attest _____

Signature

Business Address _____

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



Sponsor _____ Item No. _____

IL Proj. No. _____ SBG Pr. No. _____ Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers _____ day of _____ A.D., _____ .

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

My commission expires _____

Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing the proposal and marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the SPONSOR through its AGENT under the conditions of the bid bond as shown above.

Electronic Bid Bond ID# _____ Company / Bidder Name _____ Signature and Title _____



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on _____ and shall be valid until _____ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

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

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer _____ day of _____ A.D., _____.

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer _____ day of _____ A.D., _____.

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID #

Company/Bidder Name

Signature and Title

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

Engineer of Design and Environment - Room 326
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. PE098
Peoria International Airport
Peoria, Illinois
Peoria County
Illinois Project No. PIA-4415
SBG Project No. 3-17-0080-XX



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with Section 80-01 of the Illinois Standard Specifications for Construction of Airports.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Section 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

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

<hr/>		
Name of Subcontracting Company		
<hr/>		<hr/>
Authorized Officer		Date

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity?
YES _____ NO _____
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES _____ NO _____
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES _____ NO _____
4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES _____ NO _____

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary _____

RETURN WITH SUBCONTRACT

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes _____ No _____
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes _____ No _____

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes _____ No _____

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

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes _____ No _____

RETURN WITH SUBCONTRACT

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes _____ No _____

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes _____ No _____

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes _____ No _____

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by:

Signature of Individual or Authorized Officer

Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Officer

Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Procurement Related Information Disclosure

Form with fields: Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)



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. Electronic bids are to be submitted to the electronic bidding system (ICX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., August 1, 2014. 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 is identified and advertised for bids in the Invitation for Bids as:

**Contract No. PE098
Peoria International Airport
Peoria, Illinois
Peoria County
Illinois Project No. PIA-4415
SBG Project No. 3-17-0080-XX**

Drainage Improvements/Slope Stabilization and Rehabilitate Terminal Entrance Road, Phase 1 and 2

3. **INSTRUCTIONS TO BIDDERS.**

(a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 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 within 60 calendar days 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. After the 60 day award period has expired, the low bidder has the option to continue to hold his/her bid or request to be released from the bid obligation. Requests to withdraw a bid after the 60 day award period has expired must be made in writing to IDOT's Division of Aeronautics.

5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the Peoria International Airport administration building. For engineering information, contact Joe Miller, P.E. of Crawford, Murphy & Tilly, Inc. at (217) 787-8050.

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 3.7%.

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 July 7, 2014 and the Construction Plans dated July 7, 2014 as approved by the Department of Transportation, Division of Aeronautics.

8. 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.

9. 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 196 calendar days.

10. 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.

11. 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.

By Order of the
Illinois Department of Transportation

Susan R. Shea, Ph.D.,
Director, Division of Aeronautics

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
FEDERAL-AID PROJECT

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

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

Federal laws and regulations require that certain contract provisions be included in certain contracts, requests for proposals, or invitations to bid whether or not the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For the purposes of determining requirements for contract provisions, the term contract includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Certain Federal provisions have dollar thresholds that define when they are applicable.

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

PROVISIONS FOR ALL CONSTRUCTION CONTRACTS

ACCESS TO RECORDS AND REPORTS (Title 49 CFR Part 18.36(i), 49 CFR Part 18.42)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Co-Sponsors, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all other pending matters are closed.

BUY AMERICAN PREFERENCE (Title 49 USC § 50101)

- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.
- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:
 - (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
 - (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
 - (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
 - (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,

- (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
- (ii) final assembly of the facility or equipment has occurred in the United States.

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

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

CIVIL RIGHTS – GENERAL (49 USC § 47123)

The Contractor agrees that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS -TITLE VI ASSURANCES (49 CFR Part 21)

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Co-Sponsors or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Co-Sponsors or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Co-Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Co-Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Co-Sponsor to enter into such litigation to protect the interests of the Co-Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISES (Title 49 CFR Part 26)

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the Department. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS (Title 49 CFR Part 18.36)

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Title 49 CFR Part 20)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have paid or will be paid, by or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (20 CFR Part 1910)

The United States Department of Labor Occupational Safety & Health Administration (OSHA) can provide information any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

RIGHTS TO INVENTIONS (49 CFR Part 18.36)

All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Co-Sponsors of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE (49 CFR Part 30)

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

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- b. has not knowingly entered into any contract or subcontract for this project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

VETERAN'S PREFERENCE (Title 49 U.S.C. 47112)

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

BAN ON TEXTING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor or subcontractor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor or subcontractor must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$2,000

COPELAND "ANTI-KICKBACK" ACT (49 CFR § 18.36(i)(4), 29 CFR Parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

DAVIS BACON LABOR PROVISIONS (29 Part 5)

1. Minimum Wages.

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

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

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

(1)The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2)The classification is utilized in the area by the construction industry; and

(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding.

The Federal Aviation Administration shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime

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

(3) Payrolls and basic records.

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

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

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

- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as a apprentice in such

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

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

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

(5) Compliance with Copeland Act Requirements.

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

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by an subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) Contract Termination: Debarment.

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

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

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

(9) Disputes Concerning Labor Standards.

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

(10) Certification of Eligibility.

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (29 USC § 201, et seq)

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

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

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

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

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates. The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$10,000

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION (Title 41 CFR Part 60-4, 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 - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	3.5
081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke	2.5
083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will	19.6
3740 Kankakee, IL - IL - Kankakee	9.1
Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke	18.4
084 Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL - IL - Champaign	7.8
Non-SMSA Counties - IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	4.8
085 Springfield - Decatur, IL: SMSA Counties: 2040 Decatur, IL - IL - Macon	7.6
7880 Springfield, IL - IL - Mendard, Sangamon	4.5
Non-SMSA Counties IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	4.0
086 Quincy, IL: Non-SMSA Counties	3.1
IL - Adams, Brown, Pike MO - Lewis, Marion, Pike, Ralls	

087 Peoria, IL:	
SMSA Counties:	
1040 Bloomington - Normal, IL -	2.5
IL - McLean	
6120 Peoria, IL -	4.4
IL - Peoria, Tazewell, Woodford	
Non-SMSA Counties -	3.3
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL -	6.3
IL - Boone, Winnebago	
Non-SMSA Counties -	4.6
IL - Lee, Ogle, Stephenson	
098 Dubuque, IA:	
Non-SMSA Counties -	0.5
IL - JoDaviess	
IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik	
WI - Crawford, Grant, Lafayette	
099 Davenport, Rock Island, Moline, IA - IL:	
SMSA Counties:	
1960 Davenport, Rock Island, Moline, IA - IL -	4.6
IL - Henry, Rock Island	
IA - Scott	
Non-SMSA Counties -	3.4
IL - Carroll, Hancock, Henderson, Mercer, Whiteside	
IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
MO - Clark	
107 St. Louis, MO:	
SMSA Counties:	
7040 St. Louis, MO - IL -	14.7
IL - Clinton, Madison, Monroe, St. Clair	
MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	
Non-SMSA Counties -	11.4
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	

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 Contractor 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.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4, Executive Order 11246)

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

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

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

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

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EQUAL EMPLOYMENT OPPORTUNITY SPECIFICATION (Title 41 CFR Part 60-4.3)

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000. the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all

management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs.

Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NONSEGREGATED FACILITIES REQUIREMENT (41 CFR PART 60-1.8)

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

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

TERMINATION OF CONTRACT (Title 49 CFR Part 18.36)

1. The Co-Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Co-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 Co-Sponsor.
2. If the termination is for the convenience of the Co-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 Co-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 Co-Sponsor for any additional cost occasioned to the Co-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 Co-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 Co-Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment

PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS (49 CFR Part 18.36 (i) (1))

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the contract documents and the rights and remedies thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is no listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all regulations and guidelines issued thereunder.
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (49 CFR § 18.36 (i)(6))

1. Overtime requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

2. Violations: Liability for Unpaid Wages; Liquidated Damages:

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontracts.

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

5. Working Conditions

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS

The following provisions are State of Illinois requirements and are in addition to the REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

DISADVANTAGED BUSINESS POLICY

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Revised: August 2, 2011

FEDERAL OBLIGATION: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

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

OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **3.7%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES: Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts.

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

The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form,

are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable.

Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the

Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

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

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

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

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

- (f) **PAYMENT RECORDS.** The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 50-17 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS

Revised: April 1, 2011

To account for the preparatory work and the operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting according to Section 80-01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

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

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Revised: January 1, 2006

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

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

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

When progress payments are made to the Contractor according to Article 90-07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier

subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

SPECIAL PROVISION FOR ADDITIONAL STATE REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

Effective: February 1, 1969

Revised: January 1, 2010

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.

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

The 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).

SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS

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 196 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, 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.

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

This Special Provision amends the provisions of the Standard Specifications for Construction of Airports, adopted April 1, 2012 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

80-09 FAILURE TO COMPLETE ON TIME.

DELETE: "See contract documents for current schedule of deductions."

ADD:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

This Special Provision amends the provisions of the Standard Specifications for Construction of Airports, adopted April 1, 2012 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

ADD: Partial payments will be made to the Contractor at least once each month as the work progresses. The payments will be based upon estimates, prepared by the Resident Engineer, of the value of the work performed and materials complete and in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the Section 90-08 PAYMENT FOR MATERIALS ON HAND. From the amount of partial payment so determined on Federal-Aid projects, there shall be deducted an amount up to ten percent of the cost of the completed work which shall be retained until all conditions necessary for financial closeout of the project are satisfied. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1,000.00 will be approved for payment other than the final payment. A final voucher for under \$5.00 shall not be paid except through electronic funds transfer. (15 ILCS 405/9(b-1))

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Department to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in Section 90-09 ACCEPTANCE AND FINAL PAYMENT.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610) progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

In accordance with 49 USC § 47111, the Department will not make payments totaling more than 90 percent of the contract until all conditions necessary for financial closeout of the project are satisfied.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

ITEM 10A

PE098

SECTION III

Special Provisions

for

**DRAINAGE IMPROVEMENTS/SLOPE STABILIZATION &
REHABILITATE TERMINAL ENTRANCE ROAD, PHASE 1 & 2**

**IL PROJ. PIA-4415
AIP PROJ. 3-17-0080-XX**

AT

**GENERAL WAYNE A. DOWNING
PEORIA INTERNATIONAL AIRPORT**

PEORIA, ILLINOIS

July 11, 2014

Prepared By:



CRAWFORD, MURPHY & TILLY, INC.
Consulting Engineers
401 SW Water Street, Suite 209
Peoria, IL 61602



GENERAL

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

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “**Standard Specifications for Construction of Airports**”, State of Illinois, Department of Transportation, Division of Aeronautics, adopted April 1, 2012 shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Specifications may be obtained at <http://dot.state.il.us/aero/airspecs.html>.

Where referenced within the Special Provisions, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction adopted January 1, 2012 shall apply.

INDEX TO SPECIAL PROVISIONS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
DIVISION I – GENERAL PROVISIONS.....		1
SECTION 40 – SCOPE OF WORK		1
SECTION 50 – CONTROL OF WORK		3
SECTION 60 – CONTROL OF MATERIALS		8
SECTION 70 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC		10
SECTION 80 – PROSECUTION AND PROGRESS		13
DIVISION II – CONSTRUCTION DETAILS		15
ITEM 150520 – MOBILIZATION		15
ITEM AR150530 – TRAFFIC MAINTENANCE		16
ITEM 151 – CLEARING AND GRUBBING		17
ITEM 152 – EXCAVATION AND EMBANKMENT		18
ITEM 152540 – SOIL STABILIZATION FABRIC		21
ITEM 156000 – EROSION CONTROL		22
ITEM 156540 – RIPRAP		24
ITEM 208 – AGGREGATE BASE COURSE		25
ITEM 401 – BITUMINOUS SURFACE COURSE - SUPERPAVE		28
ITEM 401650 – BITUMINOUS PAVEMENT MILLING		30
ITEM 401655 – BUTT JOINT CONSTRUCTION		31
ITEM 401900 – REMOVE BITUMINOUS PAVEMENT		32
ITEM 403 – BITUMINOUS BASE COURSE - SUPERPAVE		33
ITEM AR501120 – RUBBLIZE PAVEMENT		35
ITEM AR501606 & ITEM AR501690 – PCC SIDEWALK		39
ITEM 501900 – REMOVE PCC PAVEMENT		40
ITEM 602 – BITUMINOUS PRIME COAT		41
ITEM 603 – BITUMINOUS TACK COAT		42

ITEM 610 – STRUCTURAL PORTLAND CEMENT CONCRETE	43
ITEM 620 – PAVEMENT MARKING	44
ITEM 910 – ROADWAY SIGN	46
DIVISION III – FENCING (WIRE FENCES).....	47
ITEM 162 - CHAIN-LINK FENCES	47
DIVISION IV – DRAINAGE	50
ITEM 701 – PIPE FOR STORM SEWERS AND CULVERTS	50
ITEM 751 - MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES	52
ITEM 752 - CONCRETE CULVERTS, HEADWALLS, AND MISC. DRAINAGE STRUCTURES	53
ITEM 754 – CONCRETE GUTTERS, DITCHES & FLUMES	54
DIVISION V – TURFING	56
ITEM 901 – SEEDING	56
ITEM 905 – TOPSOILING	57
ITEM 908 – MULCHING	58
DIVISION VIII – MISCELLANEOUS	60
ITEM 800 – RETAINING WALL	60

APPENDIX

1.	Policy Memorandum 87-2	A-1
2.	Policy Memorandum 87-4	A-2
3.	Policy Memorandum 96-1	A-3
4.	Policy Memorandum 96-3	A-4
5.	Policy Memorandum 97-2	A-5
6.	Storm Water Pollution Prevention Plan (SWPPP)	A-6
7.	Buy American Requirements	A-7

DIVISION I – GENERAL PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

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

Maintenance of Airport Systems are critical to the operation of the Airport and the safety and/or security of the traveling public. Prior to beginning work the contractor shall investigate existing systems which may be located within the work area and locate all existing utilities. The contractor may seek assistance from the Julie, Engineer, Resident Engineer, Airport and FAA with locating utilities but the final responsibility for all utility locates lies solely with the contractor. If the contractor's investigation reveals that a utility must be relocated to allow for the performance of the work in the plans, the contractor shall immediately notify the engineer and remain clear of the utility until resolution has been determined by the Division and the Airport. Any system, including but not limited to systems associated with security, air navigation, weather, airfield lighting damaged by the contractor's operations shall be immediately repaired to the satisfaction of the owner. No delay shall be taken in the repair of the damaged facility. The contractor shall not be allowed to finish work for the day until the utility has been repaired.

The contractor shall be required to provide radio control for his operations and the operations of his subcontractors on this project; he shall, prior to construction initiation, schedule a meeting with his personnel, Airport Operations and the air traffic control tower supervisor (309-697-0751) in order for the contractor's personnel to become familiarized with ATCT communication practices, procedures, and requirements. The contractor shall be required to complete the MAAP airfield training in order to gain access to the airfield and to be able to communicate with the air traffic control tower. The contractor shall provide his own radio capable of transmitting and receiving on the tower's control frequencies of 121.85 MHz and 124.0 MHz.

Procedures for obtaining a security badge are further discussed in section 80-14. The Airport reserves the right to limit the number of badges issued for the project.

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

To maintain airport operations and to facilitate the construction of the proposed work, the project has been divided into separate phases in accordance with Advisory Circular 150/5370-2F Operational Safety on Airports During Construction. References to Construction Safety and Phasing Plans (CSPP) in that document shall be interpreted to mean the phase limits, barricade locations, access points and notes shown on the construction activity plan sheets included in the as-bid contract documents. When "safety" is used or referred to in the contract documents and in the advisory circular(s) it shall be redefined by this contract as meaning "operational safety". The Construction Operational Safety and Phasing Plan (CSPP) establishes the airport and project specific requirements,

supplementing the requirements in the AC, that are to be included in the contractor's bid for maintaining operational safety during construction.

The Construction Operational Safety and Phasing Plan (CSPP) contained herein has been approved by both the Airport and the FAA. The contractor shall be required to divide the overall work into separate phases in substantial conformance with the CSPP shown in the plans, except as allowed by the contract documents and approved by the Division on behalf of the FAA. Durations specified for individual phases shall become requirements of the contract and shall be subject to liquidated damages.

10 days prior to the preconstruction conference, the contractor shall submit a Safety Plan Compliance Document (SPCD) to the airport describing how he will comply with the requirements of the advisory circular plus the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates he understands the operational safety requirements of the CSPP, that the contractor has incorporated these requirements into their overall work plan and that the contractor will maintain the right of control for all means, methods and details of the work performed by the contractor and any of his subcontractors within the framework of the operational safety plan.

The Contractor shall be fully aware and continuously monitor all requirements and activities for compliance with the contract documents and Advisory Circular 150/5370-2F.

Ten days prior to the commencement of each phase, the contractor shall submit an updated Safety Plan Compliance Document for that phase that meets the requirement of Advisory Circular 150/5370-2F. The updated Safety Plan Compliance Document(s) shall detail implementation of the construction haul routes, procedures utilized by the contractor to eliminate conflicts between construction operations and aircraft traffic shall be included.

Significant Changes to the Construction Operational Safety and Phasing Plan (CSPP) may require aeronautical review by the Division through the FAA's OEAAA System. Modification of the Construction Operational Safety and Phasing Plan (CSPP) and/ or the critical points shown in the contract documents will require airspace approval from Division/ FAA and may require the contractor to submit FAA Form 7460 for Approval.

SECTION 50 – CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER

ADD: The Resident Engineer shall not be allowed to modify the contract documents without the approval of the Division.

50-04 COOPERATION OF CONTRACTOR

ADD: The completion of this project prior to the contract completion date is of extreme importance to the Airport and the Airport Users. The Contractor shall update his progress schedule as required for the scheduled progress meetings. No compensation will be made for accelerated work to meet schedule and/or contract time.

ADD: At the end of this section:

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

50-05 COOPERATION BETWEEN CONTRACTORS

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

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

ADD: The Contractor shall acquaint himself with all other contracts prior to bidding and shall cooperate with Airport management and any other contractors who may be working on other contracts. There are specific requirements set forth in the project CSPP that require specific cooperation between this project and other concurrent airport projects, including joint traffic maintenance and shared access. The Contractor shall become familiar with all other project scopes, schedules and requirements as part of this project.

50-06 CONSTRUCTION LAYOUT STAKES

DELETE: The first paragraph.

ADD: As the first paragraph:

The Contractor will be required to furnish, place, and maintain construction layout stakes for this project.

The Resident Engineer will locate and reference minimum of three (3) control points as shown on the plans and will establish benchmarks along the line of the improvement outside construction limits. The Contractor shall locate and reference the centerline of survey, which shall also consist of locating and referencing control points such as point of curvature, points of tangent, and sufficient points on tangent to provide a line of sight. Control points set by the

Resident Engineer shall be identified in the field to the Contractor, and the field notes shall be kept in the office of the Resident Engineer.

RESPONSIBILITY OF THE RESIDENT ENGINEER

DELETE: Lines A & B.

ADD:

- A. The Resident Engineer will locate and reference a minimum of three (3) control points as shown on the plans within the limits of the project.
- B. Benchmarks will be established along the project outside of construction lines.

DELETE: Line D.

REVISE: Line E to read:

The Resident Engineer may make random checks

DELETE: Line F.

DELETE: Line L.

ADD: As paragraph M:

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

RESPONSIBILITY OF THE CONTRACTOR

ADD:

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

50-12 LOAD RESTRICTIONS

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

The contractor shall coordinate construction hauling, construction access and load restrictions with the County Superintendent of Highways and/or the Township Road Commissioner and the City of Peoria. The Contractor shall be responsible for damage to any

airfield pavement or public road caused by his construction operations. **Any damage to existing airfield pavements or public roads shall be replaced by the Contractor at his own expense to the satisfaction of the Owner.**

50-13 MAINTENANCE DURING CONSTRUCTION

ADD: The contractor shall make provisions in the work to maintain positive drainage from the work areas and to minimize the ponding of water. In areas where the contractor is required to core out or remove pavements the contractor shall cut temporary ditches or swales to maintain positive drainage. At locations where temporary ditches are not feasible, the contractor shall excavate stormwater storage areas adjacent to but at a lower elevation than the bottom of the work and utilize mechanical pumps to promptly remove stormwater from the excavations.

ADD:

At all times, the Contractor shall have on site and available for use a hand held blower, self-propelled vacuum or regenerative (re-circulating) air pavement sweeper, a pavement blower or tractor mounted "sweeper box" of sufficient size, capacity and capability to keep the noted areas adequately cleaned.

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

ADD: No material capable of being blown onto airfield pavement will be allowed to be stored uncovered anywhere within the fence line, at any time during construction.

50-16 FINAL INSPECTION

DELETE: The first sentence of the first paragraph.

ADD: As the first sentence of the first paragraph.

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

ADD: After the first sentence of the second paragraph:

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

50-18 PLANS AND WORK DRAWINGS

ADD: After the third paragraph:

Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

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

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

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

REVISE: The second sentence of the sixth paragraph to read as follows:

Such review will not relieve the Contractor of the responsibility for complying with the contract document requirements or for any error that may exist in the submittal. The Contractor is responsible for the dimensions and designs of adequate connections, detail and satisfactory construction of all work.

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

PROJECT LOCATION: General Wayne A. Downing Peoria International Airport, Peoria, IL

PROJECT TITLE: Drainage Improvements/Slope Stabilization & Rehabilitate Terminal Entrance Road, Phase 1 & 2

PROJECT NUMBERS: Illinois Project: PIA-4415
AIP Project: 3-17-0080-XX

CONTRACT ITEM: (Pay Item Name & Number)

SUBMITTED BY: (Contractor/Subcontractor Name)

DATE: (Date of Submittal)

50-20

SECURITY AND MAINTAINING THE EXISTING AIRPORT PERIMETER FENCE LINE

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

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

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

Guarded Gate Opening. A temporary gate opening, is permitted if it is guarded and supervised by a Contractor employee that has been issued a Security badge by the General Wayne A. Downing Peoria International Airport. Unguarded openings in the airport perimeter fence line are not permitted under any circumstances. Open gates are permitted ONLY as long as a badged person employed by the Contractor is present to guard the opening to prohibit unauthorized persons from gaining access and entering airport property. The gate guard shall only allow authorized individuals through the gate and shall not allow individuals

through without an airport security badge. If the Airport determines that the individual chosen by the Contractor to perform the gate guard duties is unsatisfactory, the Contractor shall replace that individual at the Airport's request. If all badged contractor personnel (badges) must depart the opened gate, the gate must be closed and locked to prevent access from unauthorized personnel.

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

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

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

REVISE: The first sentence of the third paragraph as follows:

. . . shall provide, prior to delivery, . . .

ADD: At the end of this section:

C. Meets “Buy America” requirements.

The materials used on the work shall be new and conform to the requirements of the specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract or with the shop or working drawing submittals but, in all cases, prior to delivery of such materials.

Only FAA approved manufacturers meeting the Buy American preference requirements can provide the FAA approved equipment and materials specified in this document. The manufacturer shall certify in writing, all products are wholly produced in the US of US materials, or Request a waiver to use non-US produced products, or Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list.

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the facility or equipment are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.”

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the costs of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

The contractor must request waivers from FAA in writing, with sufficient supporting information. The Contractor is solely responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the contractor or the contractor’s supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient. The information that must be provided for equipment shall include but not be limited to:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.
- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.

- The location of the final assembly of the equipment or bid item (not the airport site)
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

The contractor/ manufacturer is urged to submit waiver requests as early as possible.

60-05 RESIDENT ENGINEERS FIELD OFFICE

ADD: The Contractor will not be required to provide office space for use by the Resident Engineer under this contract.

60-11 CERTIFICATION OF MATERIALS

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

The certification shall be submitted as part of the shop drawing submittal.

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

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

All submittals shall contain the following information:

PROJECT LOCATION:	General Wayne A. Downing Peoria International Airport
PROJECT TITLE:	Drainage Improvements/Slope Stabilization & Rehabilitate Terminal Entrance Road, Phase 1 & 2
PROJECT NUMBERS:	Illinois Project: PIA-4415 AIP Project: 3-17-0080-XX
CONTRACT ITEM:	(i.e., AR751410 – Inlet)
SUBMITTED BY:	(Contractor/Subcontractor Name)
DATE:	(Date of Submittal)

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

SECTION 70 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-10 BARRICADES, WARNING SIGNS & HAZARD MARKERS

ADD: After the second paragraph:

Barricades shall be provided and conform to IDOT Division of Highways Specifications and Standard 701901 for Type I barricades. The barricades shall be lighted with a flashing red light and be marked with 20" x 20" alternating white and orange colored flags. Barricades for the roadway work shall conform to IDOT Standard 701901 for drums or as specified by the township or as required by IDOT standards.

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

Contractor identification shall be displayed on both sides of all contractor vehicles by labeling painted on the vehicles or by magnetically attached signs as in conformance to FAA Advisory Circular 150/5370-2 (latest revision) as well as FAA Advisory Circular 150/5210-5 (latest edition).

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

70-13 RESPONSIBILITY FOR DAMAGE CLAIMS

REVISE: In the second sentence of the first paragraph, change the word "inspection" to "observation".

REVISE: In the last sentence of the fourth paragraph, change the word "inspection" to "observation".

70-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

REVISE: The second paragraph as follows:

". . . , the approximate locations and owners have been indicated on the plans."

DELETE: "Person to Contact" table after the second paragraph.

ADD: After the fifth paragraph:

The Contractor shall be responsible for locating Airport owned utilities. The following table includes contact numbers that may provide assistance for locating cable. The personnel listed in the table are in no way responsible for damage to existing utilities.

If, in the Contractor's opinion, additional assistance is needed to locate the utility service or facility, the contractor shall enlist the assistance of a qualified technician or professional utility location firm to accurately locate underground utilities or facilities prior to excavation. Prior to commencing this detailed location work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation and

request the presence of a representative of the owner to observe the work. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

Only after the investigation has been made should the contractor begin excavation operations. Upon beginning these operations, the contractor shall use extreme caution in the methods utilized. The contractor shall utilize exploratory trenching or small tool excavation practices when beginning operations in critical areas to verify that the utilities are clear of the area of interest or to verify the location and depth of these facilities.

Utility Service or Facility	Person to Contact	Contact Phone
FAA Control & Communications Cable	Airways Facility Unit	1-309-697-1363
Airfield Lighting Cables	Greg Huser	1-309-697-8771
Sanitary Sewer	Greater Peoria Sanitary District	1-309-637-3511
Electric Cables	JULIE	1-800-892-0123
Water	Greg Huser	1-309-697-8771
Telephone Cables	JULIE	1-800-892-0123
Gas Lines	JULIE	1-800-892-0123
Water Lines	JULIE	1-800-892-0123
ILANG Communications Cables	Capt. Alan Knabe	1-309-633-3014

Any utility damaged by the Contractor shall be repaired by the Contractor to the satisfaction of the Owner and shall be at the cost of the Contractor. In the event that an existing utility is damaged during construction, all other work on the project shall be suspended until the utility is repaired. No additional time will be awarded to the Contractor for delays in the project due to damaged utilities. It is a high priority to the airport that all existing Airport utilities, unless otherwise noted in the plans, remain in good working condition throughout the duration of the project.

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/her 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/her 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.

70-26 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

ADD:

- E. Provide a safety officer/construction inspector(s) trained in airport safety to maintain the CSPP and SPCD and to monitor all construction activities.
- F. Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.
- G. Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.

SECTION 80 – PROSECUTION AND PROGRESS

80-05 **LIMITATION OF OPERATIONS**

ADD: A minimum distance of 160' shall be maintained between construction operations and the centerline of all active taxiways and taxilanes and 250' from centerline of active runways. It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

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

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

80-08 **DETERMINATION AND EXTENSION OF CONTRACT TIME**

ADD: After the fourth paragraph:

The Engineer will make charges against Contract Time after the presumptive completion of the entire project as provided for in Section 50-16, Final Inspection.

80-13 **CONTRACTOR'S ACCESS TO AIRFIELD**

ADD: After the third paragraph:

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

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

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

ADD: The Contractor shall submit a 10-year background and employment check on the superintendent and supervising foremen and complete a security form for all personnel he proposes to use on the Airport. Key personnel shall be required to be fingerprinted and attend training provided by the Airport. These forms/ training shall be completed prior to that person being issued an identification badge and allowed on the airfield. The Superintendent and foreman that are issued badges shall be directly responsible for the identity and location of those they are supervising while on the airfield. Sufficient personnel shall be badged to maintain continuous responsible control of all personnel, vehicles and equipment inside the AOA. Badges shall be returned to the Airport once the project is complete or the person is no longer employed by the Contractor.

80-14 SECURITY DURING CONSTRUCTION

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

The project area lies entirely within the airport's security fence. Access to this area is only by airport issued access cards. No access point may be left unsecured and unattended at any time. During hauling operations and those requiring the access gate to remain open a security guard must be posted to maintain the security of the airport perimeter. The security guard must obtain an airport issued ID as specified below. The security guard must verify each vehicle and persons in the vehicle are authorized entry to the airport by use of authorized access lists and stop lists provided by the contractor and the airport. The security guard shall be required to carry a cell phone at all time while guarding an opening. The Contractor's Superintendent, Foremen, Security Guards, Flagmen, and any other employee directed by Airport Management, must display a current photo I.D. badge, issued by the Airport. To obtain the photo I.D. badge for any of the Contractor's employees, the following is required:

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

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

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

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

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

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

DIVISION II – CONSTRUCTION DETAILS

ITEM 150520 – MOBILIZATION

BASIS OF PAYMENT

150-1.1 ADD: After the 3rd paragraph:

Work under this section shall also include temporary relocation of the existing perimeter security fence at the location of the drainage structure repair as needed to access the site and complete construction of the new drainage structure. This item also includes, installation of temporary fence during construction and restoration of the existing fence when complete.

150-3.1 Payment will be made under the following:

Item AR150520 – Mobilization – per lump sum.

ITEM AR150530 – TRAFFIC MAINTENANCE

DESCRIPTION

- 150-1.1 This item includes furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection, including construction of any temporary access drives or entrances and subsequent removal and restoration as denoted on the construction activity plans.

MATERIALS

- 150-2.1 All materials related to this section shall be in accordance with Article 701.02 of the IDOT Standard Specifications for Road and Bridge Construction.

In accordance with Section 50-04 of the Standard Specifications, it is the Contractor's responsibility to obtain any applicable permits to utilize the roads (federal, state, county, township) leading to the airport construction site.

CONSTRUCTION METHODS

- 150-3.1 The traffic control and phasing for this project shall be done in accordance with the approved construction activity plans. All materials, equipment and construction operations shall be done in conformance with Section 701 of the IDOT Standard Specifications for Road and Bridge Construction and all applicable IDOT Highway Standards.

All temporary staging, access or parking areas shall be restored to their original condition. All disturbed areas that are outside the proposed seeding and mulching limits shown on the plans will be seeded and mulched in accordance with Item 901 – Seeding and Item 908 – Mulching. The restoration of these areas will be considered incidental as part of this item.

METHOD OF MEASUREMENT

- 150-4.1 Traffic control and protection required under this specification will be measured for payment on a lump sum basis. Where the Contractor's operations result in daily changing, two or more work areas, etc., each work area will not be paid separately, but shall be included in the lump sum price.

All work under this specifications required to construct and remove the temporary entrances and restore to original conditions upon completion of construction will not be measured for additional payment but shall be included incidental to Traffic Maintenance.

BASIS OF PAYMENT

- 150-5.1 Payment will be made at the contract unit price per lump sum for Traffic Maintenance.

Payment will be made under the following:

Item AR150530 – Traffic Maintenance – per lump sum.

ITEM 151 – CLEARING AND GRUBBING

DESCRIPTION

151-1.1 DELETE: The first sentence of the first paragraph and replace with the following:

This item shall consist of the following:

- Clearing and Grubbing of miscellaneous vegetation, growth, and/or miscellaneous piles of broken waste materials to the limits shown on the plans.

DELETE: The second and third paragraphs.

ADD: Grubbing of stumps and roots shall be required.

CONSTRUCTION METHODS

151-2.1 ADD: All clean construction or demolition debris (CCDD) materials shall be disposed of properly in accordance with the Illinois Environmental Protection Agency regulations. The Contractor shall be required to obtain all necessary permits required for disposal.

151-2.2 DELETE: This section.

METHOD OF MEASUREMENT

151-3.1 DELETE: The second paragraph and all references to measurements of individual trees.

BASIS OF PAYMENT

151-4.1 DELETE: This section.

151-4.2 DELETE: This section

Payment will be made under:

Item AR151450 – Clearing and Grubbing – per acre.

ITEM 152 – EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 GENERAL

ADD: Excavation and embankment shall be compacted to a density of not less than the percentage of the maximum density, at optimum moisture, shown in the contract documents as determined by the compaction control tests cited in DIVISION VII.

152-1.2 CLASSIFICATION

ADD: "Topsoil Stripping" shall consist of stripping the existing topsoil below the proposed embankments or the proposed airfield, roadway and shoulder pavements. For the purposes of this specification, topsoil shall consist of the material containing brush, sods, grass, decayed vegetable matter, or vegetation approximately four inches (4") in depth. Topsoil stripping shall not be measured separately for payment but shall be considered incidental to the excavation.

DELETE: The second, third and fourth paragraphs.

ADD: As the fourth paragraph:

All grading required to match the grades and lines shown on the plans shall be considered part of the Unclassified Excavation item. This shall include all grading/excavation required to construct the seeding, sodding, and/or mulching items to the grades and limits as shown in the plans. This grading shall be completed to the lines and grades as shown in the plans. No additional payment will be made for additional grading outside of the limits designated on the plans.

CONSTRUCTION METHODS

152-2.1 DELETE: 4TH sentence of first paragraph

ADD: The Resident Engineer shall determine the suitability of material to be placed in embankments.

152-2.2 ADD: After the second paragraph:

The contractor shall make provisions in the work to maintain positive drainage from the work areas and to minimize the ponding of water. In areas where the contractor is required to core out or remove pavements the contractor shall cut temporary ditches or swales to maintain positive drainage. At locations where temporary ditches are not feasible, the contractor shall excavate stormwater storage areas adjacent to but at a lower elevation than the bottom of the work and utilize mechanical pumps to promptly remove stormwater from the excavations.

DELETE: 1ST sentence of seventh paragraph

ADD: To the end of the seventh paragraph:

ADD: The Contractor shall have the option of disposing of remaining concrete pipe or drainage structures by burying them at locations specifically indicated on the plans. Onsite disposal shall be conditioned on the following criteria: 1. No pieces shall be greater than twenty-four (24) inches in their longest dimension, 2. All exposed wire or reinforcement is

removed prior to burial, 3. All buried materials are laid flat or otherwise placed to eliminate void spaces between layers, 4. Concrete pieces are buried no less than 36 inches deep and 5. Buried materials are separated from installed new structures by at least 24 inches of earthen or other approved backfill materials.

ADD: After the eighth paragraph:

Compaction control tests for aircraft weights of more than 60,000 pounds (ASTM D 1557 – Modified) shall apply in the areas below proposed airfield pavements.

ASTM D698 shall apply for all other locations.

REVISE: The ninth paragraph as follows:

“In cut areas, the top 8” of subgrade . . .”

REVISE: Table 1, Compaction Requirements, to read:

TABLE 1: COMPACTION REQUIREMENTS LOCATION	CUT (TOP 8" OF SUBGRADE)	FILL
Below Proposed Airfield Pavements	90%	90%
Below Proposed Vehicle Roadways & Paved Shoulders ASTM D 698 - Standard	90%	90%
Embankments Outside Pavement Limits ASTM D 698 - Standard	N/A	90%
Footing Area Beneath Retaining Wall ASTM D 698 - Standard	95%	95%
Shoulder Adjustments less than 6" compacted thickness	3 Passes of a Sheepsfoot Roller	3 Passes of a Sheepsfoot Roller

152-2.3 DELETE: The first paragraph.

ADD: After the first paragraph:

There will be no borrow excavation with this project.

152-2.5 ADD: After the first paragraph:

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

Materials excavated during the stripping process shall not be utilized as embankment under any new structures.

Materials excavated during the stripping process shall be stockpiled at a location designated by the Contractor and approved by the Resident Engineer outside of the grading limits and allowed to decay. Upon completion of the earthwork, this material shall be incorporated as

directed in Item 905 over the disturbed surface. Excavation, stockpiling and incorporation of this material shall not be measured for payment but shall be considered incidental to Item 152.

152-2.7 DELETE: The first sentence of the second paragraph.

ADD: All soft and yielding material and material which will not compact readily when rolled or tamped shall be removed as directed by the Engineer. Additional excavation under this paragraph shall be measured for payment under Item AR152410. No additional compensation shall be provided.

152-2.10 DELETE: FIRST SENTENCE FIRST PARAGRAPH

ADD: Topsoil shall be required as specified in Item 905 of the Standard Specifications for Construction of Airports. The topsoil material shall be salvaged from stripping and excavations shown in the typical sections or as required in these specifications. Upon completion of the excavation and embankment operations, the surface of all disturbed areas shall be covered with a 4" layer of topsoil to promote the growth of turf. Excavation areas shall be undercut 4" to provide for the addition of the topsoil materials.

The Contractor shall strip the vegetation from all proposed excavation areas at a depth of 4" and from below all proposed pavement areas at a depth of 6". The stripped organic material shall be stockpiled outside the grading limits. After the embankment is placed the decomposed vegetative shall be re-spread and disturbed areas shall be prepared for seeding.

In the area directly below the proposed pavement structure, the contractor shall strip the top 6" off topsoil and shall store this material on site. Except where noted in the plans, this excavated material shall be replaced with select fill material obtained from the borrow area and compacted to the specifications of Item 152.

152-2.15 EXCESS MATERIAL

Excess excavation shall be disposed by the Contractor on Airport property, unless otherwise directed by the Resident Engineer, at the location shown in the Plans or as directed by the Airport. The excess earthwork shall be placed in accordance with Item 152. The hauling and placement of excess earthwork shall be incidental to Item 152.

BASIS OF PAYMENT

152-4.1 Payment will be made under:

Item AR152410 – Unclassified Excavation – per cubic yard.

ITEM 152540 – SOIL STABILIZATION FABRIC

DESCRIPTION

152-1.1 ADD: Soil reinforcement fabric shall consist of placing a layer of biaxial grid material in the compacted backfill behind the retaining wall and between layers of the retaining wall blocks.

152-2.2 ADD: SECTION 152-2.2 GEOTEXTILE BIAXIAL GRID. Biaxial grid material shall consist of integrally formed rolls of polypropylene filament soil reinforcing grid. The grid material shall comply with the following physical properties:

Physical Properties	Soil Reinforcement
Aperture Dimensions (nominal)	25 mm (1 in.)
Minimum Rib Thickness	0.76 mm (0.03 in.)
Tensile Strength at 2% strain	4.1 kN/m (280 lb/ft) *
Tensile Strength at 5% strain	8.5 kN/m (580 lb/ft)*
Ultimate Tensile Strength	12.4 kN/m (850 lb/ft)*

*Determined in accordance with ASTM D6637-10, Method A.

CONSTRUCTION METHODS

152-3.1 ADD after first sentence.

ADD: The biaxial grid material shall be installed in conformance with the applicable requirements of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

METHOD OF MEASUREMENT

152-4.1 ADD after first sentence:

ADD: The area of biaxial grid material shall be the square yards of grid material fabric satisfactorily placed and accepted by the Engineer.

BASIS OF PAYMENT

152-5.1 DELETE existing paragraph.

ADD: Installation of soil stabilization fabric and biaxial grid material is considered incidental to Item AR801500 Retaining Wall and separate payment will not be made under this item.

ITEM 156000 – EROSION CONTROL

DESCRIPTION

156-1.1 ADD: The work area is under the jurisdiction of both IEPA and Peoria County as it relates to stormwater permitting and stormwater runoff issues. The contractor will be responsible for maintaining the work area in conformance with the requirements of the permits and the project SWPPP. The Contractor shall execute the SWPPP as provided in the appendix of this document. This work shall consist of constructing temporary and permanent erosion control systems as required to maintain the permit requirements during the life of the contract to control erosion and sediment damage to the adjacent properties and water resources through the use of Best Management Practices (BMP's) including conducting required inspections, maintaining up to date erosion control plans and installation and maintenance of temporary mulch, temporary vegetation, rolled erosion control products, perimeter erosion control, ditch checks, and rip rap.

The incorporation of additional erosion control measures will require coordination with the Division. The contractor should prepare a revised erosion control plan for submittal at the pre-construction conference if additional controls are required. Prior to initiating work at the site the contractor shall execute the SWPPP and initial the final plan sheets showing the erosion control. It is the sole responsibility of the contractor to maintain his operations and the impacted work areas in conformance with the permits. This includes monitoring of the site, documentation of monitoring and maintenance of the SWPPP documentation on site. The contractor is also required to manage installed BMP's and to repair or replace any installed BMP at such time as it is in need of repair or no longer approved.

As part of this item, the Contractor shall be required to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for construction site activities. Information on the above-referenced permits may be obtained from:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, Illinois 62702

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

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

CONSTRUCTION METHODS

156-3.7 **INLET PROTECTION**

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

The Contractor shall maintain the inlet protection throughout the duration of the project. Efforts to maintain inlet protection shall include but not be limited to replacing installed inlet protection devices that are not functioning properly with new devices. The cost of maintaining the inlet protection throughout the project shall be considered incidental to the inlet protection pay item.

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

METHOD OF MEASUREMENT

156- 4.1, 4.2, 4.3 Delete These Sections.

156-4.4 DELETE existing paragraph.

ADD: Temporary ditch checks to be paid shall be the number of individual items shown in the plans or as directed by the Resident Engineer.

156-4.5 ADD Section:

The footage of straw wattle to be paid for shall be the number of lineal feet of straw wattle measured in-place, satisfactorily install and maintained throughout the duration of the project.

BASIS OF PAYMENT

156- 5.1 ADD: All costs associated with maintenance of the temporary erosion control in accordance with the plans or as directed by the IEPA shall be considered incidental to unit price provided under each item.

Payment will be made under:

- Item AR156511 – Ditch Check – per each.
- Item AR156515 – Straw Wattle – per linear foot
- Item AR156520 – Inlet Protection – per each.

ITEM 156540 – RIPRAP

DESCRIPTION

156-2.1 The Rip Rap provided shall meet IDOT gradation RR4 or RR5 as indicated on the plans.

BASIS OF PAYMENT

156-5.1 Payment will be made under

Item AR156544 Riprap–Gradation No. 4 – per square yard
Item AR156545 Riprap–Gradation No. 5 – per square yard

ITEM 208 – AGGREGATE BASE COURSE

DESCRIPTION

208-1.1 ADD: This item shall consist of aggregate stabilization base course placed as part of the proposed subgrade repair item.

MATERIALS

208-2.2 CRUSHED COARSE AGGREGATE

DELETE: This Section.

208-2.3 GRADATION

DELETE: This section.

ADD: The following:

The gradation for the Oversize Aggregate shall meet the requirements of IDOT gradation for CA-1 as shown in the table below.

Sieve Size	Percent Passing
3 Inch (37.5 mm)	100
2 ½ Inch (25 mm)	95 ± 5
2 Inch (19 mm)	60 ± 15
1 ½ Inch (12.5 mm)	15 ± 15
1 Inch (4.75 mm)	3 ± 3

The Oversize Aggregate shall have a 3" maximum aggregate size.

CONSTRUCTION METHODS

208-3.2 PREPARING UNDERLYING COURSE

ADD: The Oversize Aggregate shall be placed on Geotextile Fabric as specified under Item 152540 of these Special Provisions.

208-3.2 PREPARING UNDERLYING COURSE

ADD: After the first paragraph

Acceptance for compaction of the Oversize Aggregate will be based on visual acceptance by the Resident Engineer. The Contractor shall not proceed until the Resident Engineer has reviewed and accepted the in place material. Specifications for acceptance are detailed under Item 152 of these Special Provisions.

208-3.4 PLACING

DELETE: The fourth and fifth sentences in section A and replace with:

The aggregate base will be spread directly onto the Geotextile Fabric. The Contractor shall limit direct contact with the fabric and construction equipment during the construction of the base lift. The Contractor may dump aggregate directly from delivery vehicles onto the fabric for the first 6" of the lift only. Consecutive lifts shall be constructed using a spreader box or other devices approved by the Resident Engineer.

208-3.5 FINISHING AND COMPACTING

DELETE: The fifth sentence of the first paragraph and replace with:

Rolling shall continue until the base material has been compacted to the satisfaction of the Resident Engineer. The Contractor may be required to proof roll sections of aggregate to verify compaction as specified in Item 152 of these Special Provisions.

DELETE: The second paragraph

208-3.7 SURFACE GRADE ACCURACY

REVISE: To read as follows:

".....shall not vary by more than 3/8 inch from the surface elevations....."

BASIS OF PAYMENT

208-5.1 DELETE: This section.

ADD: Payment of this item shall be made incidental to Item AR152512 Subgrade Repair.

ITEM 209 - CRUSHED AGGREGATE BASE COURSE

MATERIALS

- 209-2.1 ADD: The contractor shall construct a 24" crushed aggregate base course below the proposed retaining wall. Table 1, Gradation B, 1 ½" maximum shall be used for both applications. All materials shall be obtained from an IDOT approved source.

CONSTRUCTION METHODS

209-3.3 PLACING AND SPREADING

DELETE: The second sentence of the first paragraph.

209-3.4 REVISE: The first paragraph as follows:

“ . . . has been compacted to not less than 95% density , . . . ”

ADD: After the first paragraph:

Aircraft weighing more than 60,000 pounds – (ASTM D1557) shall apply for all locations.

209-3.7 SURFACE GRADE ACCURACY

REVISE: To read as follows:

“.....shall not vary by more than 3/8 inch from the surface elevations.....”

METHOD OF MEASUREMENT

209-4.2 DELETE: This section.

209-4.3 DELETE: This section.

BASIS OF PAYMENT

209-5.1 DELETE: The first sentence.

ADD: Payment for crushed aggregate base course – 24" beneath the retaining wall will be made under section AR801500 Retaining Wall and separate payment will not be made under this section.

ITEM 401 – BITUMINOUS SURFACE COURSE - SUPERPAVE

(Central Plant Hot Mix)

DESCRIPTION

401-1.1 ADD: This work shall consist of constructing hot-mix asphalt (HMA) surface course in accordance with these specifications and shall conform to the friction aggregate mixture and design specified on the plans.

COMPOSITION

401-3.2 JOB MIX FORMULA

DELETE: This section.

ADD: The job mix formula shall be in accordance with the mix design indicated on the plans and Section 1030 of the IDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

401-3.4 TEST SECTION

DELETE: This section.

CONSTRUCTION METHODS

401-4.12 JOINTS

ADD: After the first paragraph of this section.

At any time during the bituminous surface 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 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 liquid asphalt and this work shall be considered incidental to Item 401, Bituminous Surface Course, and no additional compensation will be allowed.

REVISE: The sixth sentence of the fourth paragraph as follows:

"...at a random location as determined by the Resident Engineer..."

401-4.15 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY

DELETE: The fourth and all following paragraphs in this section related to Method II.

401-4.17 SAMPLING PAVEMENT

DELETE: The second and fourth paragraphs.

REVISE: The third paragraph as follows:

“ . . . for determination of thickness of the completed pavement . . . ”

BASIS OF PAYMENT

401-5.1 DELETE: The third and fourth paragraph.

Payment will be made under:

Item AR401610 – Bituminous Surface Course per ton.

ITEM 401650 – BITUMINOUS PAVEMENT MILLING

CONSTRUCTION METHODS

401-3.1 REVISE: The second sentence of the first paragraph as follows:

The material removed shall be disposed of as directed by the Airport.

ADD: After the second paragraph:

During milling operation turning of all equipment shall be kept to a minimum to prevent any damage to the remaining bituminous base course and pavement structure.

BASIS OF PAYMENT

401-5.1 Payment will be made under:

Item AR401650 – Bituminous Pavement Milling per square yard.

ITEM 401655 – BUTT JOINT CONSTRUCTION

CONSTRUCTION METHODS

401-3.1 REVISE: The second sentence of the first paragraph as follows:

The material removed shall be disposed of as directed by the Airport.

ADD: After the second paragraph:

During milling operation turning of all equipment shall be kept to a minimum to prevent any damage to the remaining bituminous base course and pavement structure.

BASIS OF PAYMENT

401-5.1 Payment will be made under:

Item AR401655 – Butt Joint Construction – per square yard.

ITEM 401900 – REMOVE BITUMINOUS PAVEMENT

CONSTRUCTION METHODS

401-1.1 REVISE: The first sentence as follows:

This item of work shall consist of the removal of the existing bituminous pavement as required to provide a clean edge for adjacent paving.

METHOD OF MEASUREMENT

401-4.1 REVISE: As follows:

“ . . . square yards of bituminous pavement removal and replacement as measured . . . ”

BASIS OF PAYMENT

401-4.1 DELETE: This section.

ADD: No individual payment will be made for the removing bituminous pavement and this item will be considered incidental to the entire project.

ITEM 403 – BITUMINOUS BASE COURSE - SUPERPAVE
(Central Plant Hot Mix)

DESCRIPTION

403-1.1 ADD: This work shall consist of constructing hot-mix asphalt (HMA) binder course in accordance with these specifications and shall conform to the friction aggregate mixture and N-design specified on the plans.

COMPOSITION

403-3.2 JOB MIX FORMULA

DELETE: This section.

ADD: The job mix formula shall be in accordance with the mix design indicated on the plans and Section 1030 of the IDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

CONSTRUCTION METHODS

403-4.11 HMA PAVERS

ADD: To the first paragraph of this section.

A tracked paver shall be used to place the bituminous base course over the rubblized concrete pavement.

ADD: To the end of this section.

If the Contractor elects to use a material transfer device, then it will be mounted on tracks to reduce the ground pressure (psi) of the material transfer device.

403-4.11 JOINTS

ADD: After the first paragraph of this section.

At any time during the bituminous 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 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 liquid asphalt and this work shall be considered incidental to Item 403, Bituminous Base Course, and no additional compensation will be allowed.

403-4.13 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY

DELETE: The first and second paragraphs related to Method I.

403-4.15 SAMPLING PAVEMENT

REVISE: The third paragraph as follows: "...for determination of thickness of the completed pavement ..."

BASIS OF PAYMENT

403-6.1 DELETE: The second paragraph.

Payment for bituminous binder course will be made under:

- Item AR403610 – Bituminous Base Course – per ton.
- Item AR406320 – Bituminous Base Course, Leveling – per ton.
- Item AR403630 – Bituminous Base Test Section – per each.

ITEM AR501120 – RUBBLIZE PAVEMENT

DESCRIPTION

- 501-1.1** This item shall consist of rubblizing and compacting the existing PCC pavement for full depth and full panel width prior to construction of the bituminous overlay. The Contractor shall rubblize the existing concrete pavement into pieces of the sizes as specified within this provision, clean all loose, spalled material and remove any exposed rebar from the surface prior to paving, and compact the resulting rubblized material as specified herein.

EQUIPMENT

- 501-2.1** **AGGREGATE REPLACEMENT MATERIAL.** Aggregate replacement material shall be a Class D Quality (or better) crushed stone, crushed slag, crushed concrete, or crushed gravel meeting a CA 6 or CA 10 gradation according to Section 1004 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- 501-2.2** **PAVEMENT BREAKER.** Rubblizing shall be accomplished with an impact hammer, a resonant breaker or other suitable equipment which breaks the pavement into the required sizes without displacing the rubblized material into the base or subgrade. The equipment shall be capable of delivering such energy as may be necessary to satisfactorily rubblize the pavement and capable of producing particle sizes (measured at the top of pavement) ranging from 2" to 3". The breaker shall be equipped with a plate-type shoe designed to prevent penetration into the existing surface. The unit must be equipped with a water system to suppress dust generated by the operation. Other methods and equipment may be used when authorized by the Engineer. A shield satisfactory to the Resident Engineer shall be provided to protect vehicles in the adjacent lane from flying chips during the fracturing process when necessary.
- 501-2.3** **Z-PATTERN STEEL GRID ROLLER.** The equipment shall consist of a self-contained, self-propelled vibratory steel roller with a Z-pattern grid cladding mounted transversely to the surface of the drum. The vibratory roller shall have a minimum gross weight of 10 tons.
- 501-2.4** **VIBRATORY ROLLER.** The vibratory roller shall be in accordance with Section 1101-01 of the Illinois Department of Transportation Standard Specification for Road and Bridge Construction (Latest Edition). The vibratory roller shall have a minimum gross weight of 10 tons.
- 501-2.5** **PNEUMATIC TIRE ROLLER.** The pneumatic tire roller shall be in accordance with Section 1101-01 of the Illinois Department of Transportation Standard Specification for Road and Bridge Construction (Latest Edition). The pneumatic tire roller shall develop a compression of not less than 300 pounds per inch, nor more than 500 pounds per inch, of width of the tire in surface contact. If the pneumatic tire roller cannot properly seat the rubblized material, then the Contractor will provide a heavy pneumatic tire roller that is in accordance with 1101-01 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

CONSTRUCTION METHODS

501-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work shown on the construction plans and specified herein. All machinery and equipment owned or controlled by the Contractor with which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory work; all work shall be subject to the inspection and approval of the Resident Engineer.

Any rubblization machine or roller that causes severe displacement of the rubblized pavement will be removed from the project and replaced with a similar purpose machine that does not cause severe displacement of the rubblized pavement. Such replacement shall be considered as essential to the well-being of the rubblized pavement and no additional payment will be considered.

501-3.2 RUBBLIZATION CRITERIA. The existing concrete pavement shall be rubblized such that at least seventy-five (75%) percent (as determined by visual observation) of the pieces are a maximum particle size of three (3") inches. After rubblization has been completed, any concrete particle greater than six (6") inches in maximum size remaining on the pavement surface shall be reduced to an acceptable size or removed. The void left after the concrete particle removal shall be filled with aggregate replacement material as designated under Section 501-2.1 and compacted to the satisfaction of the Resident Engineer.

Rubblizing should be accomplished in a manner that will produce the desired breakage without displacing the concrete more than +/-1 inch vertically (before rolling). Saw cut full depth at all joints where rubblizing abuts concrete pavement which is to remain in place. Where the roadway must be overlaid in phases, extend a minimum of 6 inches beyond the width of the pavement to be overlaid.

The Contractor shall prevent damage to underground utilities and drainage structures during rubblizing. Approved alternate breaking methods shall be used over underground utilities and drainage structures as specified on the plans or directed by the Resident Engineer.

501-3.3 RUBBLIZING TEST SECTION. Prior to beginning rubblization operations, the Resident Engineer will designate a test section of approximately 150 feet by 12 feet. The Contractor shall rubblize the test section using varying degrees of energy and/or various striking heights until a procedure is established that will rubblize the pavement to the required extent as contained in these specifications. No separate payment will be considered for the test section.

501-3.4 RUBBLIZING TEST PIT. Upon completion of the test section, the Contractor shall excavate a 4 ft. by 4 ft. test pit in the middle of a lane, as directed by the Resident Engineer, to determine if material is being broken into the specified size. The rubblized particle sizes shall be checked throughout the entire depth of pavement. The test pit material shall be removed from the project and the hole filled using aggregate replacement material as designated under Section 501-2.1. Throughout the duration of the rubblizing of the concrete pavement, up to two (2) additional test pits may be required as directed by the Resident Engineer to ensure consistency. No separate payment will be considered for additional test pits.

The Resident Engineer and the Contractor shall mutually agree upon the rubblization procedure based upon compliance with the performance criteria contained here within. The established procedure shall be used to rubblize the remainder of the pavement. The Contractor shall continuously monitor the rubblization operation, and make minor adjustments in the striking pattern, striking energy, number of passes, and other factors necessary to continually achieve acceptable breaking throughout the project. The Contractor shall inform

the Resident Engineer of any major adjustments that may be required in the process to provide rubblized pavement that conforms to the specification requirements contained herein.

501-3.5 COMPACTING OF RUBBLIZED PAVEMENT. After rubblizing, the rubblized concrete shall be seated by utilizing the following equipment over the rubblized pavement:

1. Minimum of four (4) passes with a Z-pattern steel grid roller.
2. Four (4) passes with a vibratory roller.
3. Two (2) passes with a pneumatic-tired roller.

Any depressions, 2 inches or greater in depth from that of the immediate surrounding area, that result from the rubblizing or compaction effort shall be filled with aggregate replacement material or bituminous leveling binder and compacted prior to overlaying. Any unsuitable or unstable material observed while compacting or under construction trafficking shall be removed and replaced with bituminous leveling binder of the type specified on the plans. If a large area of unsuitable or unstable material is identified during the rubblization or compacting process, work shall be halted and the Resident Engineer notified.

Water to aid in the compaction shall be added if deemed necessary by the Resident Engineer.

Immediately prior to placing the bituminous overlay, the Contractor shall do two (2) passes with a vibratory roller.

501-3.6 DUST CONTROL. The Contractor shall minimize the dispersion of dust from the rubblization operation until the rubblized surface is overlaid with bituminous pavement. The Contractor shall provide a water truck, operator, and all water necessary for dust-control purposes. Excessive water shall not be applied to the rubblized surface. Dust control will be considered incidental to the rubblization process and will not be paid for separately. The Resident Engineer shall approve dust-mitigation measures.

501-3.7 SMOOTHNESS SURFACE TESTING OF FINAL SURFACE OVER RUBBLIZED PCC. The smoothness requirements in the IDOT BDE special provision for Surface Testing of Hot-Mix Asphalt Overlays shall apply to this project. It is understood that the cost of complying with these requirements is included in the unit prices of the various pay items involved and no additional compensation will be allowed.

501-3.8 LEVELING OF RUBBLIZED PAVEMENT. At the completion of the rubblization and compaction process, the Contractor shall be required to perform a topographic survey (minimum 50' cross sections) of the resulting rubblized pavement area and provide the survey to the Resident Engineer for review and approval of resulting grades prior to bituminous overlay.

The final profile of the roadway surface may need to be adjusted by the Resident Engineer accordingly to assure the minimum bituminous overlay thickness will be achieved. The Contractor may be required to adjust the depth of bituminous base course leveling prior to placing the first lift of bituminous base course per Item AR403620.

501-3.9 RUBBLIZATION / PAVING LIMITATIONS. If the long range weather forecast (7-10 day) does not indicate any anticipated rain, then the Contractor will be allowed to rubblize the concrete pavement for a period of five (5) days before the Contractor must begin his paving operation. If rain is anticipated within the next three (3) days, then the Contractor must begin his paving operation within 48 hours of his rubblization operation. If rain occurs between rubblizing and paving, the rubblized pavement shall be dry and stable to the satisfaction of the Resident Engineer before paving operations begins.

Prior to placement of the bituminous overlay, dirt, debris, or other foreign material shall be removed from the pavement surface. The method of removal will be approved by the Resident Engineer.

A tracked paver shall be used to place the first lift of bituminous concrete binder over the prepared rubblized pavement. If the Contractor elects to use a material transfer device, then it will be mounted on tracks to reduce the ground pressure (psi) of the material transfer device.

Construction traffic shall not be allowed on the rubblized pavement prior to placement of the first lift of bituminous base course.

METHOD OF MEASUREMENT

- 501-4.1 The quantity of rubblized pavement of the size shown on the plans to be paid for shall be the number of square yards of area rubblized, compacted and cleaned as specified completed and accepted. No measurement will be made for pavement sawcutting, test pit excavation and backfill, or aggregate replacement material, which shall be considered incidental to the pavement rubblization pay item.

BASIS OF PAYMENT

- 501-5.1 The accepted quantity of pavement rubblizing shall be paid for at the contract unit price per square yard which price and payment shall be full compensation for furnishing all equipment, materials, and for all preparation, modification of equipment as needed, sawcutting, rubblizing, compacting, cleaning, watering, test strips and pit excavation and backfill, aggregate replacement material, and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment for pavement rubblizing will be made under:

Item AR501120 – Rubblize Pavement – per square yard.

ITEM AR501606 & ITEM AR501690 – PCC SIDEWALK

DESCRIPTION

- 501-1.1 This work shall consist of the removal of existing and construction of new Portland Cement concrete sidewalk and accessibility ramps on a prepared subgrade at locations shown on the plans and in accordance with Section 424 of the IDOT Standard Specifications for Road and Bridge Construction (Latest Edition).
- 501-1.2 Grading and compacting the earth beneath the sidewalk shall be included under this item.

MATERIALS

- 501-2.1 The sidewalk materials shall meet the requirements of all applicable ADA accessibility standards for both state and federal requirements and shall be according to Article 1020 and Article 1051 of the IDOT Standard Specifications for Road and Bridge Construction (Latest Edition). Detectable warnings for curb ramps shall meet the requirements shown in the plans.

CONSTRUCTION METHODS

- 501-3.1 All construction requirements shall be according to Section 424 of the IDOT Standard Specifications for Road and Bridge Construction.

METHOD OF MEASUREMENT

- 501-4.1 This work will be measured for payment in place and the area computed in square feet. Curb ramps will be measured for payment as sidewalk. Detectable warnings for curb ramps shall not be measured for payment and shall be considered incidental to the 6" PCC Sidewalk pay item.

BASIS OF PAYMENT

- 501-5.1 This work will be paid for at the contract unit price per square foot for 6" PCC Sidewalk which unit cost and payment shall include all curbs ramps and detectable warnings and sidewalk removal. The unit cost shall include full compensation for furnishing all materials; for all preparation, mixing and placing these materials; jointing, finishing, reinforcement, granular backfill, and for all labor, equipment, tools, and incidentals necessary to complete the item as specified.

Excavation and grading required in the performance of sidewalk construction will be considered incidental to the sidewalk pay item.

Payment will be made under:

Item AR501606 – 6" PCC Sidewalk per square foot.

Item AR501690 – PCC Sidewalk Removal per square foot.

ITEM 501900 – REMOVE PCC PAVEMENT

DESCRIPTION

501-1.1 ADD: After the third paragraph:

This item of work shall consist of removing areas of PCC pavement, bituminous pavement or a combination of PCC, econocrete, and bituminous layers as described herein, to the depths and at the locations shown in the plans.

The area to be removed may include bituminous layers, bituminous leveling course layers and additional PCC layers. No additional compensation will be allowed for the removal of additional layers or for the different types of materials. The portions of bituminous pavement to be removed as shown in the plans shall be paid for under the Remove PCC Pavement pay item.

CONSTRUCTION METHODS

501-3.1 ADD: After the third paragraph:

If the Contractor elects to break the pavement in-situ before removal, he shall do so in a manner that will not damage either the surrounding pavement or structures. The Resident Engineer shall have the ability to reject any demolition methods that he feels will result in damage to the aforementioned structures.

A second full depth saw cut shall be constructed as detailed in the plans for removals adjacent to existing pavement to remain in place.

When portions of the existing pavements and appurtenances are to remain in place, provisions shall be made for satisfactory transitions between replacements and the portions remaining in place. A full depth, perpendicular, straight joint shall be sawn at the ends and all edges of portions to be removed. Any damage done to the existing pavement or appurtenance to remain in place shall be repaired or removed and replaced as directed by the Resident Engineer.

METHOD OF MEASUREMENT

501-4.1 The yardage to be paid for shall be the number of square yards of PCC pavement, bituminous pavement or combination thereof removed as measured in the field, completed and accepted. The removal shall include the full removal of all flexible and rigid pavement layers, base or subbase material as specified herein, and full depth saw cutting. No additional payment shall be allowed for the separate layers which may include leveling course layers sandwiched in between the PCC layers or saw cutting, which shall be considered incidental to this item.

BASIS OF PAYMENT

501-5.1 Payment will be made under:

Item AR501900 – Remove PCC Pavement – per square yard.

ITEM 602 – BITUMINOUS PRIME COAT

DESCRIPTION

602-4.1 DELETE: Paragraph 1 and 2.

ADD: When constructed as part of the Remove and Replace Bituminous Pavement pay item, the bituminous prime coat shall not be measured separately for payment but shall be considered incidental to that pay item (AR401910 Remove & Replace Bit. Pavement).

BASIS OF PAYMENT

DELETE: This section.

ITEM 603 – BITUMINOUS TACK COAT

BASIS OF PAYMENT

603-5.1 Payment will be made under:

Item AR603510 – Bituminous Tack Coat – per gallon.

ITEM 610 – STRUCTURAL PORTLAND CEMENT CONCRETE

BASIS OF PAYMENT

610-5.1 ADD:

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

ITEM 620 – PAVEMENT MARKING

DESCRIPTION

620-1.1 REVISE: The first paragraph as follows:

This item shall consist of furnishing and applying permanent thermoplastic pavement marking on the new bituminous pavement in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Engineer.

MATERIALS

620-2.2 PAINT

DELETE: Entire Section.

ADD: All pavement marking shall be thermoplastic pavement marking in accordance with Section 780 of the Illinois Standard Specifications for Road and Bridge Construction (Latest Edition).

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS

DELETE: Entire Section.

ADD: Thermoplastic pavement marking shall be performed in accordance with Article 780.05 of the Illinois Standard Specification for Road and Bridge Construction (Latest Edition).

620-3.3 PREPARATION OF SURFACE

ADD: Shot blasting will not be allowed.

ADD: Existing marking that is to be re-painted shall be cleaned using sand blasting or high pressure water to remove dirt, grease, laitance, and loose or flaking paint.

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

620-3.5 APPLICATION

DELETE: Table 1 and all references to paint.

ADD: Thermoplastic pavement marking shall be applied in accordance with Article 780.05 of the Illinois Standard Specification for Road and Bridge Construction (Latest Edition).

620-3.7 PAVEMENT MARKING REMOVAL

DELETE: In the first sentence "shot blasting,".

ADD: Shot blasting will not be allowed.

METHOD OF MEASUREMENT

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

The quantity of pavement marking to be paid for shall be the number of square feet of surface covered with paint and beads, completed and accepted by the Resident Engineer. Measurement shall not be made separately for each paint application.

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

BASIS OF PAYMENT

620-5.1 ADD: If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 50-18, 60-01, 60-03 and 60-10 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment (CPP) until such submittals have been furnished.

Payment will be made under:

Item AR620510 – Pavement Marking – per square foot.

ITEM 910200 – ROADWAY SIGN

DESCRIPTION

910-1.1 GENERAL

This item shall consist of furnishing, fabricating and installing sign panels including supports complete with sign faces and legends. This item shall also consist of removal of existing signage.

MATERIALS

910-2.1 SIGN PANELS

Sign faces and legends shall be reflectorized and meet the requirements of Article 1091 of the IDOT Standard Specifications for Road and Bridge Construction January 1, 2012.

CONSTRUCTION METHODS

910-3.1 GENERAL

Construction of the roadway signs shall be in accordance with Sections 720.04 Construction Requirements, IDOT Standard Specifications for Road and Bridge Construction January 1, 2012.

METHOD OF MEASUREMENT

910-4.1 GENERAL

The quantity of Roadway Signs to be paid for under this item shall be the number of units installed in place. A unit may contain multiple sign panels. Sign panels shall not be measured separately for payment.

BASIS OF PAYMENT

910-5.1 Payment will be made at the contract price for each Roadway Sign installed or removed as specified, in place, complete and accepted. This price shall be full compensation for furnishing all materials and for all preparation, delivering and application of these materials for all labor, equipment, tools and incidentals necessary to complete the item.

Any signage removal and any adjustment of existing signage shall be incidental to Roadway Sign.

Payment will be made under:

Item AR910200 – Roadway Sign – per each.

DIVISION III – FENCING (WIRE FENCES)

ITEM 162 - CHAIN-LINK FENCES

DESCRIPTION

- 162-1.1 ADD TO 2ND PARAGRAPH: Work under this section shall also include temporary relocation of the existing perimeter security fence at the location of the drainage structure repair as needed to access the site and complete construction of the new drainage structure. This item also includes installation of temporary fence during construction and restoration of the existing fence when complete.

MATERIALS

162-2.1 FABRIC

REVISE: The list of fabric types:

Zinc coated steel
Aluminum coated steel

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

REVISE: The Third Paragraph to Read:

“shall conform to the dimensions shown in the plans.”

REVISE: Section A. Second Paragraph to Read:

“shall conform to the dimensions shown in the plans.”

CONSTRUCTION METHODS

162-3.2 INSTALLING POSTS

REWRITE: The first three sentences of the first paragraph to read:

All posts shall be spaced not more than 10 feet apart as shown on the plans. Terminal (end, corner, pull and brace) and gate posts shall be set 42 inches in concrete base as shown on the plans. All line posts shall be set 36 inches in concrete bases as shown on the plans. .

REWRITE: The Last Paragraph

The fence shall not be erected until the concrete encasement around the post has cured 7 days or reached a compressive strength of 2,500 psi. If a high-early strength concrete is used the fence may be erected once the concrete has reached a compressive strength of 2,500 psi. The Contractor shall be responsible for concrete testing other than at 7 and 14 day.

ADD: After the last paragraph:

Fence posts to be installed in pavement shall require the contractor to core the pavement with equipment approved by the Resident Engineer prior to excavating for the post footings. The cores shall be through the new 5" PCC.

162-3.5 INSTALLING FABRIC

ADD: After the Last Paragraph

At terminal (end, corner, and pull) and gate posts the fabric shall be fastened with stretcher bars and bands.

All disturbed ground shall be backfilled and compacted to the Resident Engineer's satisfaction.

162-3.11 FENCE AND GATE REMOVAL

DELETE: The First Paragraph

ADD:

This work shall consist of the removal and disposal of existing chain link fence as needed in order to access the site of the drainage structure reconstruction. The existing fence shall be removed completely including posts and foundations to the dimensions shown on the plans.

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

In pavement areas, the existing posts shall be pulled out of the existing pavement, provided that the posts are not attached to footings below the pavement and will not cause damage to the surrounding pavement. In the event that the post cannot be removed by pulling through the existing pavement, the fence post shall be cut off at grade and the contractor shall then core the full depth of the pavement around the fence post and remove the cored section of pavement containing the fence post. The hole shall then be filled with a non-shrink grout to the limits of pavement removal.

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

Turf areas disturbed by the removal process shall be restored in accordance with Item 901 at no additional cost to the contract.

162-3.13 TEMPORARY FENCING

When the fence is removed to access the site of the drainage structure reconstruction, the Contractor shall provide temporary construction fencing for periods when the site is unattended and shall be similar in height and materials to the permanent fencing removed. Contractor may utilize removed fence as temporary fence for the duration of the project.

162-3.14 RESTORATION

All areas disturbed by the Contractor's operations shall be restored to their original condition to the satisfaction of the Engineer and the Airport. The restoration shall include any necessary backfilling, grading, compacting and additional turfing required. The Contractor shall be responsible for maintaining all disturbed areas until final acceptance. No additional payment shall be made for the contractor's efforts to maintain and restore the site disturbed as part of the fencing construction.

BASIS OF PAYMENT

162-5.6 Payment for Remove Class E Fence, Temporary Construction Fence and Class E Fence 10' is considered incidental to Item AR150520 Mobilization and separate payment shall not be made.

DIVISION IV – DRAINAGE

ITEM 701 – PIPE FOR STORM SEWERS AND CULVERTS

DESCRIPTION

701-1.1 ADD: Pipe for concrete storm sewers shall be new Reinforced Concrete Pipe (RCP) meeting the requirements of ASTM C76. All reinforced concrete pipe shall be Class III.

701-2.3 CONCRETE

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

701-2.9 TRENCH BACKFILL

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

CONSTRUCTION METHODS

701-3.2 CRADLE

DELETE: This section and replace with the following.

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

Material for the cradle shall meet the requirements of 701-2.9.

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

701-3.4 PIPE JOINTS

DELETE: Paragraphs B, C, and D of the Standard Specifications.

701-3.5 BACKFILLING

DELETE: This section and replace with the following.

ADD: As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with moist fine aggregate meeting the requirements specified in 701-2.9 to a height of at least the elevation of the center of the pipe. The fine aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. Special care shall be taken to completely fill the space under the pipe. The fine aggregate backfill material shall be placed in 8-inch layers, loose measurement and compacted to the satisfaction of the Engineer by ramming or tamping with tools approved by the Engineer. The fine aggregate used for backfilling shall meet the approval of the Engineer.

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

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

Under proposed pavements, backfilling shall be with an aggregate material which meets the requirements specified in 701-2.9.

BASIS OF PAYMENT

701-5.1 Payment will be made under:

Item AR701412 – 12” RCP, Class III – per linear foot.

Item AS701436 – 36” RCP, Class III – per linear foot.

ITEM 751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

MATERIALS

751-2.9 ADD SECTION: PRECAST DRAINAGE STRUCTURES

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

751-2.10 ADD SECTION: ADJUSTING RINGS

Adjusting rings fabricated as one-piece assemblies from gray iron, ductile iron or structural steel shall meet the applicable requirements of Section 603 of the IDOT Standard Specifications for Road and Bridge Construction.

CONSTRUCTION METHODS

751-3.9 BACKFILLING

DELETE: Paragraph A. of this section.

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

BASIS OF PAYMENT

751-5.1 Frames, covers, grates and pre-cast lids are considered incidental to catch basin installation and separate payment will not be made.

Payment will be made under:

- Item AR751601 – Catch Basin Type A – per each.
- Item AR751940 – Adjust Inlet – per each.

ITEM 752 CONCRETE CULVERTS, HEADWALLS, AND MISC. DRAINAGE STRUCTURES.

DESCRIPTION

752-1.1 ADD: The item shall consist of the Precast Reinforced Concrete End Sections as detailed in the Plans and all applicable IDOT Highway Standards.

BASIS OF PAYMENT

752-5.1 Payment will be made under:

Item AR752412 – Precast Reinforced Conc. FES 12” – per each.
Item AR752436 – Precast Reinforced Conc. FES 36” – per each.

ITEM 754 – CONCRETE GUTTERS, DITCHES & FLUMES

DESCRIPTION

754-1.1 REVISE: 1st Paragraph as follows:

This item shall conform to the details shown in the plans or the applicable IDOT Highway Standard and shall consist of Portland Cement concrete combination curb and gutter and inlet casting box outs.

ADD: To 2nd Paragraph:

Combination curb and gutter removal shall include the complete removal of all inlets, outlets and entrances contained within the limits of the removal. The removal of inlets shall include the entire inlet casting box out.

MATERIALS

754-2.1 REVISE: Section as follows:

All concrete and reinforcing shall meet the requirements of Section 606 of the IDOT Standard Specifications for Road and Bridge Construction.

754-2.2 REVISE: Section as follows:

All filler materials and pre-molded joint material shall meet the requirements of Section 606 of the IDOT Standard Specifications for Road and Bridge Construction.

754-2.3 DELETE: This section.

CONSTRUCTION METHODS

754-3.2 ADD: Construction shall be done in accordance with the applicable IDOT Highway Standards and the details in the plans.

DELETE: All reference to joints in this section.

ADD: All joints shall conform to Article 606.07 of the IDOT Standard Specifications for Road and Bridge Construction and the applicable IDOT Highway Standards.

754-3.3 REVISE: Section as follows:

After the concrete has obtained the specified strength, the spaces in front and back of the construction shall be backfilled to the required elevation with suitable material, compacted, and neatly graded.

754-3.5 ADD: Combination curb and gutter removal shall include the complete removal of all inlets, outlets and entrances.

METHOD OF MEASUREMENT

754-4.1 REVISE: Section as follows:

Combination concrete curb and gutter installation and removal will be measured for payment in linear feet in the flowline of the gutter along the face of the concrete curb, which measurement will include all inlet casting box outs.

BASIS OF PAYMENT

754-5.1 Payment will be made under:

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

DIVISION V – TURFING

ITEM 901 – SEEDING

DESCRIPTION

901-1.1 REVISE: 1ST Paragraph as follows:

This item shall consist of preparing the seed bed and placing seed and other materials required in seeding operations in the areas shown on the plans or as directed by the Resident Engineer. This shall include seeding all areas disturbed by the Contractor's operations in accordance with these specifications. Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as signage, access, staging, etc.) shall be incidental to the project.

CONSTRUCTION METHODS

901-2.2 LIME

DELETE: This section.

ADD: Lime will not be required unless considered necessary by the Contractor.

901-2.3 FERTILIZER

REVISE: Application as follows:

"Fertilizer shall be uniformly spread over the designated areas at the application rates shown below."

901-3.2 DRY APPLICATION METHOD

DELETE:

Paragraph (C.), Seeding.

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

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

901-3.3 WET APPLICATION METHOD

DELETE: This section.

BASIS OF PAYMENT

901-5.1 Payment will be made under:

Item AR901510 – Seeding – per acre.

ITEM 905 – TOPSOILING

DESCRIPTION

905-1.1 ADD:

Existing topsoil shall be stripped from excavation and embankment areas and below proposed pavements and stockpiled outside of the grading limits. Additional topsoil as required for this project shall be provided by the Contractor from an approved offsite source. This shall include beyond the limits of topsoiling shown in the plans (such as signage, access, staging, etc.). Topsoiling of all areas disturbed outside the limits of the project shall be considered incidental to the project.

The surface of all disturbed areas shall be covered with a layer of topsoil, as needed, to facilitate drainage and the growth of turf.

CONSTRUCTION METHODS

905-3.1 GENERAL

DELETE: The first sentence.

ADD: A 4 inch minimum layer of topsoil shall be spread evenly over the disturbed areas outside the proposed pavement to facilitate drainage and the growth of turf.

905-3.3 DELETE: The second paragraph.

905-3.4 CHANGE: In the first sentence the word “uniform” to “minimum”.

ADD: When constructing Item 152, the contractor shall consider the thickness of topsoil to be spread over the compacted surface to ensure that final grade constructed including the topsoil is to the lines and grades shown in the plans.

METHOD OF MEASUREMENT

905-4.1 DELETE: This section.

ADD: Topsoil obtained from onsite will not be measured for individual payment and will be considered incidental to the project.

BASIS OF PAYMENT

905-5.1 DELETE: This section.

ADD: No individual payment for topsoil obtained from onsite shall be made and shall be considered incidental to the project. Payment for topsoil obtained from offsite will be made at the contract unit price per cubic yard for topsoiling (from offsite). This price shall be full compensation for furnishing all materials and for placing, spreading and leveling the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item AR905520 – Topsoiling (From Off Site) – per cubic yard.

ITEM 908 – MULCHING

DESCRIPTION

908-1.1 ADD:

Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as edge lighting, cabling, signage, access, staging, etc.) shall be incidental to the project.

MATERIALS

908-2.3 EXCELSIOR BLANKET

The excelsior blanket shall be a machine-produced 100% biodegradable mat with a 100% straw fiber matrix with a functional longevity of approximately 6 months.

The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The excelsior blanket shall be covered on the top side with a 100% biodegradable woven natural organic fiber netting. The netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (commonly referred to as a Leno weave) to form an approximate 0.50 x 1.00 inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together with biodegradable thread on 1.50 inch (3.81 cm) centers.

Installation staple patterns shall be clearly marked on the excelsior blanket with environmentally safe paint. The blanket shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) to ensure proper material overlapping.

The straw excelsior blanket shall be S75 BN as manufactured by North American Green, or approved equal.

The excelsior blanket shall comply with the following Specifications:

Matrix	100% Straw Fiber (0.50 lbs/yd ²) (0.27 kg/m ²)
Netting	One side only, Leno woven 100% biodegradable natural organic fiber (9.30 lbs/1,000 ft ² [4.50 kg/100 m ²] approximate weight
Thread	Biodegradable

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

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

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

CONSTRUCTION METHODS

908-3.2 DELETE THESE SECTIONS

ADD: 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.

908-3.3 CARE AND REPAIR

REVISE: This Section to read:

- A. The Contractor shall care for the matted areas until final acceptance of the project. Such care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the Resident Engineer, and erecting any barricades that may be shown on the plans before or immediately after matting has been completed on the designated areas.
- B. The Contractor shall be required to repair or replace any mulching or excelsior blanket that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the Resident Engineer, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor. However, once the Contractor has completed the mulching and excelsior blanket placement of any area in accordance with the provisions of the specifications and to the satisfaction of the Resident Engineer, no additional work at his/her expense will be required, but subsequent repairs and replacements deemed necessary by the Resident Engineer shall be made by the Contractor and will be paid for as additional or extra work.

BASIS OF PAYMENT

908-5.1 ADD: Mulching shall be completed for areas disturbed by the contractor's operations and shall be considered incidental to the contract.

908-5.2 ADD: Payment will be made at the contract unit price per square yard for excelsior blanket. Payment will be made at the contract unit price per acre for Mulching Method 3. This price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

ADD: Mulching shall be completed for areas beyond the limits shown for seeding and mulching which are disturbed by the contractor's operations and shall be considered incidental to the contract.

Payment will be made under:

- Item AR908514 – Light-Duty Hydraulic Mulch – per acre.
- Item AR908520 – Excelsior Blanket – per square yard.

DIVISION VIII – MISCELLANEOUS

ITEM 800 – RETAINING WALL

DESCRIPTION

- 800-1.1 The work covered under this provision shall be for the installation of a retaining wall immediately below the areas graded and stabilized as described in other parts of this work.

MATERIALS

- 800-2.1 The materials for the installation of the retaining wall shall include:
- a. CA-6 crushed aggregate to be a base for the installed wall.
 - b. Concrete “bunker blocks” measuring 4’L x 2’H x 2’D with integral lifting lugs and cast keyways and keys into the top, bottom and sides of each block.
 - c. Non-woven geotextile fabric to be placed immediately in back of the installed blocks to be used to isolate crushed gravel drainage layer.
 - d. Crushed granular material, open graded, to be IDOT CA-5 and CA-7 gradations or equal.
 - e. 4” diameter perforated drain tile to be installed upslope of the wall, and in the base drainage layer and extended to daylight as shown on the plans.
 - f. Geotextile fabric, to be placed beneath each installed block and extending upslope into the excavated areas behind the wall and compacted into earthen material placed behind the installed wall.
 - g. 6” solid PVC (riser and cleanout cap) and perforated drain tile to be installed as a subsurface drain immediately upslope of the reinforced earthen backfill and as a header pipe for the 4” connections.

CONSTRUCTION METHODS

- 800-3.1 The retaining wall shall be installed by the following general methods:
- a. Perform preliminary grading as shown on the plans.
 - b. Excavate area for proposed retaining wall and establish grades and elevations as shown on plans.
 - c. Excavate area of footing as indicated on plans and place and compact granular base material (Item 209 Crushed Aggregate Base Course to depths and grades as indicated.
 - d. Install lowest row of blocks to grades and elevations as shown on plans. Care shall be taken to install blocks with so that finished wall will have a vertical exposed face with a slope (batter) of 12V:1H.

- e. Install non-woven geotextile fabric, crushed drainage layer and 4 inch drainage tile in back of lowest row of blocks extending to an elevation even with top of block.
- f. Simultaneous with installation of granular drainage layer, re-use previously excavated earthen material and place behind drainage layer on lowest level of biaxial geotextile material. Place and compact per plans until earthen material is even with top of lowest course of block.
- g. Soils between lifts may need to be modified by the addition of up to 5% by weight of Type 1 Portland Cement in order to achieve required compaction. Application and incorporation shall be in accordance with IDOT Section 302 (Soil Modification).
- h. Install biaxial geotextile material over lowest block extending from exposed face of block and extending a minimum of 8'-0" behind rear face of block.
- i. Install granular drainage layer and earthen material layer. Follow with next row of blocks, biaxial fabric, granular drainage layer and earthen fill up to top of row of blocks.
- j. Continue installing blocks and related materials until heights are reached as indicated on plans.
- k. At location indicated on plans, construct cast-in-place, reinforced concrete corner to change direction of wall as shown on plans,
- l. Grade earthen material above highest row of blocks to meet adjacent grades on repaired upper slope.
- m. Install granular drainage trench with 6" perforated drainage pipe at a location immediately upslope of reinforced retaining wall backfill and backfill with open graded CA-5 wrapped in non-woven geotextile fabric. Extend 6" PVC riser to surface as a cleanout for future use. Extend other end of drainage pipe to drainage swale at downslope end of retaining wall
- n. Install 4" perforated field tiles upslope of drainage trench as shown per plans.
- o. Install rip rap channel behind highest row of blocks as shown on plans (refer to item 156544 Riprap Gradation No. 4).
- p. Fertilize, grade, seed and mulch graded slopes per DIVISION V – TURFING.

METHOD OF MEASUREMENT

800-4.1 The quantities of this item will be based on a square face foot (SFF) of the retaining wall when installed as shown on the plans. The square face foot basis is defined as the exposed vertical face of the retaining wall when installed per the plans and specifications.

SFF costs shall include excavation of footings, placement and compaction of granular base layer, soil modification, concrete blocks, drainage tiles, open graded crushed stone, non-woven geotextile fabric, biaxial geotextile fabric, cast-in-place concrete corner bend, and placement of earthen material between layers of the biaxial geotextile fabric.

BASIS OF PAYMENT

800-5.1 All excavation to remove and replace soil as required for the wall installation shall be paid for under this line item. The basis of payment for this item shall be per Square Face Foot of installed wall inclusive of all labor and materials to install the wall and incidentals as described herein.

Payment will be made under:

Item AR801500 – Retaining Wall – per square face foot.

APPENDIX 1
Policy Memorandum 87-2
Density Acceptance of Bituminous Pavements
4 Pages

State of Illinois Department of
Transportation Division of
Aeronautics

POLICY MEMORANDUM

February 20, 2014

Springfield

Number: 87-2

TO: CONSULTING ENGINEERS

SUBJECT: DENSITY ACCEPTANCE OF BITUMINOUS PAVEMENTS

I. Introduction

This Policy Memorandum deals with the implementation of the bituminous density quality assurance specifications as outlined in the Standard Specifications for Construction of Airports, Sections 401-4.15 and 403-4.15.

II. Sampling

After completion of compaction and when the pavement has reached ambient temperature, the paved area shall be divided into Sublots of 500 tons per type of mix. One core sample (2 cores per sample) shall be taken from each Sublot. The longitudinal and transverse location for each sample shall be determined by use of a random number "Deck" provided by the Division. No core shall be taken closer than two (2) feet from the edge of the mat. A core extraction device shall be used to obtain all cores from the mat. All cores are to be taken by the contractor under the supervision and remain in the possession of the Engineer. It is imperative that the Engineer and the contractor realize that the cores are "money" and that improper coring, extraction, shipping and/or testing can be costly.

One mix sample per 1000 tons of mix laid shall be taken for Extraction, Maximum Specific Gravity (G_{mm}) and Air Void tests. The mix samples shall be sampled by the contractor and split in half.

The Resident Engineer shall randomly designate and send the split samples to an independent laboratory for testing. The laboratory will be verified to be ASTM-certified for all the required testing and be contracted through the Consultant. The frequency of testing split samples shall be 1 per 5000 tons. Higher frequencies may be necessary if the contractor's tests, and/or mix quality control are inconsistent.

III. Testing

All cores shall be tested for Bulk Specific Gravity (G_{mb}) in accordance with ASTM D2726 using Procedure 10.1, "For Specimens That Contain Moisture". The Theoretical Maximum Gravity (G_{mm}) shall be determined according to ASTM D2041. From these tests the in-place air voids of the compacted pavement are calculated according to ASTM D3203 for "dense bituminous paving mixtures". Selection of the proper G_{mm} shall be based on a running average of four (4) tests per Lot.

- Eg. Lot 1 - Use the average of the two (2) tests for Lot 1.
Lot 2 - Use the average of the four (4) tests from Lots 1 and 2.
Lot 3 - Use the average of the four (4) tests from Lots 2 and 3.

NOTE: When more than four (4) Sublots are used, still use a running average of four (4) tests per Lot.

IV. Acceptance Calculations

The first step in calculating the quantities for pay is to calculate the Mean (\bar{x}) and the Standard Deviation (S) of the Sublot tests. From this data the Lot samples should first be tested for outliers. After consideration for outliers, the Percent Within Tolerance (PWT) and the Percent Within Limits (PWL) are calculated to determine the final pay quantities for the Lot.

EXAMPLE

1. Test Data

Lot Quantity = 2000 tons
Sublot Test 1 = 4.35 % Air Voids
Sublot Test 2 = 3.96 % Air Voids
Sublot Test 3 = 6.75 % Air Voids
Sublot Test 4 = 6.25 % Air Voids

2. Calculating the Mean and Standard Deviation

Sublot	\underline{x}	$(x - \bar{x})$	$(x - \bar{x})^2$
1	4.35	- 0.978	0.956
2	3.96	- 1.368	1.871
3	6.75	1.422	2.022
4	<u>6.25</u>	0.922	<u>0.850</u>
Sum =	21.31		5.699

$$N = 4$$

$$\text{Mean}(\bar{x}) = 21.34 / 4 = 5.328$$

$$\text{Variance } (S)^2 = \frac{\text{Sum}(x - \bar{x})^2}{3} = \frac{5.699}{3} = 1.900$$

$$\text{Standard Deviation } S = \sqrt{1.900} = 1.378$$

3. Test For Outliers

Check for Critical "T" Values

$$T = \frac{|(x_1 - \bar{x})|}{S} = \frac{|3.96 - 5.328|}{1.378} = 0.99$$

* Difference between the suspect test value (x_1) and the Mean (\bar{x}).

If the T value exceeds the critical "T" Value in the table below and no assignable cause can be determined for the outlier, discard the suspected test measurement and obtain another random sample from the Sublot in question. If the new test exceeds the Mean (\bar{x}) in the same direction from the Mean as the suspected test, recalculate the T value including all tests (original test, suspected test, and new test) for an outlier and for computing final payment.

TABLE OF CRITICAL "T" VALUES

Number of observations (N)	Critical "T" Value 5% Significance Level
3	1.15
4	1.46
5	1.67
6	1.82
7	1.94
8	2.03
9	2.11
10	2.18
11	2.23
12	2.29

Based on the above table, the "T" value of 0.99 does not exceed the Critical "T" Value of 1.46 for N = 4. Therefore, the value (3.96) is not an outlier and shall be used in calculating the Lot payment.

4. Calculation of Lot Payment

To calculate the Lot Payment use the Acceptance Criteria as outlined under Item 401-4.15(c) or Item 403-4.15(c).

$$Q_L = \frac{(\bar{x} - 1)}{S} = \frac{5.328 - 1}{1.378} = 3.141$$

$$Q_u = \frac{(7 - \bar{x})}{S} = \frac{7 - 5.328}{1.378} = 1.213$$

From this data the Percentage Within Tolerance (PWT) for both the lower and upper tolerance limits is determined by Table 6 (see Item 401 Bituminous Surface Course and/or Item 403 Bituminous Base Course in the Standard Specifications) for the number (N) of samples tested.

Eq. PWT (lower) = 99.0%
 PWT (upper) = 90.4%

We now calculate the Percent Within Limits (PWL) for the Lot.

PWL = [PWT (lower)] + [PWT (upper)] - 100
 PWL = (99.0 + 90.4) - 100 = 89.4%

Using Table 5, the % Adjustment in Lot Quantity is:

% Adjustment = 0.5 PWL + 55.0
 % Adjustment = 0.5 (89.4) + 55.0
 % Adjustment = 99.7

Adjusted Quantities = % Adjustment x Lot Quantities
 Adjusted Quantities = 0.997 x 2000 tons
 Adjusted Quantities = 1994 tons

5. Resampling and Retesting

The contractor has the right to request the resampling and retesting of a complete Lot. This privilege is only allowed once for each Lot and must be requested in writing by the contractor within 48 hours of receiving the official report from the Engineer.

6. Reporting

After completion of the tests for each Lot, the Engineer shall complete the necessary calculations for final adjustment in quantities on the Form AER-1 and have both the Engineer and the Contractor sign the report for copying to both the FAA and IDOA.

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

Supersedes Policy Memorandum 87-2, dated April 1, 2010

APPENDIX 2
Policy Memorandum 87-4
Determination of Bulk Specific Gravity (d)
Of Compacted Bituminous Mixes
3 Pages

State of Illinois Department of
Transportation Division of
Aeronautics

POLICY MEMORANDUM

February 20, 2014

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_{mb}) ASTM 2726 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^o 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.

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

G_{mb} = 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:

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

G_{mb} = 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_{mb}). 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:

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

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

Supersedes Policy Memorandum 87-4, dated January 1, 2004

APPENDIX 3
Policy Memorandum 96-1
Item 610, Structural Portland Cement Concrete:
Job Mix Formula Approval & Production Testing
2 Pages

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

April 1, 2010

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. The concrete shall have a maximum slump of three inches (3") and minimum slump of one inch (1") when tested in accordance with ASTM C-143. The air content of the concrete shall be between 5% and 8% by volume. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- 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 calculations of the quantity of Item 610 to the Division of Aeronautics.
 - One set of cylinders or beams, depending on the strength specified, shall be cast for acceptance testing.
 - One air content and one slump test shall be taken for acceptance testing.
 - The concrete shall have a maximum slump of three inches (3") and minimum of one inch (1") when tested in accordance with ASTM C-143. The air content of the concrete shall be between 5% and 8% by volume. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- 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, 2004

APPENDIX 4
Policy Memorandum 96-3
Requirements for Quality Assurance on Projects
With Bituminous Concrete Paving
3 Pages

State of Illinois Department of
Transportation Division of
Aeronautics

POLICY MEMORANDUM

February 20, 2014

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 (G_{mm}) of Mixture	0.026
Bulk Specific Gravity (G_{mb}) of Gyratory Brix	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, 2004

APPENDIX 5
Policy Memorandum 97-2
Pavement Marking Paint Acceptance
2 Pages

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield, Illinois

Number 97-2

TO: CONSULTING ENGINEERS

SUBJECT: PAVEMENT MARKING PAINT ACCEPTANCE

I. SCOPE

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

II. RESIDENT ENGINEER'S DUTIES

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

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

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

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

Sampling Procedures for Each Paint Type:

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

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

III. TESTING

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

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

Supersedes policy memorandum 97-2 dated February 27, 2002

APPENDIX 6
Illinois Department of Transportation
Storm Water Pollution Prevention Plan (SWPPP)
7 Pages



Storm Water Pollution Prevention Plan

Route _____
Section Peoria International Airport
County Peoria

Marked _____
Project No. PIA-4415

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

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

Signature

Date

Title

1. Site Description

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

The Metropolitan Airport Authority of Peoria and the Illinois Department of Transportation - Division of Aeronautics propose to reconstruct a portion of the existing entrance road to the main terminal and repair eroded areas on the south side of the airport at General Wayne A. Downing Peoria International Airport in Peoria, IL. The project includes replacement of existing PCC pavement, curb and gutter, replacement of a drainage structure near the Illinois Air National Guard security fence, and regrading of an eroded area southwest of Taxiway E-7.

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

The project is composed of three separate independent areas.

First area involves entrance roadway improvements that will perform a crack and seat of existing pavement and installation of new pavement directly on top of the broken, original pavement. A narrow strip of soil approximately 5 feet wide will be disturbed in back of original pavement to allow for pouring of integral curb and gutter which will be backfilled, seeded and mulched.

The second area is southwest of taxiway E-7 that will repair a large area of eroded slope adjacent to the critical zone of run way 13/31. In addition to repair of the eroded areas, a retaining wall is being constructed to facilitate the installation of an access road adjacent to the perimeter fence at a later date.

The third area is repair of an existing drainage structure that drains the area between taxi ways E-5 and E-6. A collapsed discharge outlet structure will be replaced with a new structure and eroded areas backfilled and stabilized.

c. The total area of the construction site is estimated to be 4 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities 4 acres.

d. The estimated runoff coefficients of the various areas of the site prior to construction are estimated at approximately 86. After construction, the runoff curve number is estimated at 74. **No additional impervious areas are added by this work.**

e. Existing slopes in much of the area on the south side of the airport are approximately 4H:1V, except in eroded areas where they are much steeper and will be repaired. This project will repair those areas that are currently eroded and restore them to slopes which are 4H:1V or flatter.

f. The receiving stream for this project is **Lamarsh Creek**. No wetlands have been identified for this vicinity and the proposed work will stay out of the drainage ways of the receiving streams.

2. Controls

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

a. Erosion and Sediment Controls

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

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

1. **Temporary Stabilization - In areas of new soil embankments, existing vegetation and grading inlet protection will serve to intercept the waterborne silts and prevent it from entering the storm drain system or leaving the site.**
2. **Permanent Stabilization - All areas disturbed by construction operations will be stabilized with permanent seeding and mulching following final grading. Hydraulically applied mulch will be placed adjacent to pavement to prevent erosion from concentrated flow off pavement. Large open areas that do not require frequent mowing will be stabilized with excelsior blanket.**
 - **Erosion Control Blanket - A preformed protective blanket of wooden fibers, straw or other organic materials usually formed into a mat, with a plastic mesh on one or both sides. The purposes of this practice are to protect the soil surface from raindrop impacts and overland flow during the establishment of grass or other vegetation, and to reduce soil moisture loss due to evaporation. When formed from wooden fibers, the material is normally referred to as "Excelsior Blanket".**

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

- **Mulching** - The application of plant residues and other suitable materials to the soil surface. The purposes of this practice are to prevent erosion and prevent surface compaction or crusting, foster growth of vegetation, improve aesthetics, and control weeds.

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

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

- **Inlet Protection** - In-place before all earthmoving activities to prevent waterborne silts from entering the existing storm drain system. The purpose of this practice is to help prevent sediment from entering storm drains until the contributing watershed is stabilized and allows early use of the storm drainage system.
- **Erosion Control Blankets** – A type of mulching, this is the practice of applying a rolled erosion control materials to areas where seeding has been applied. The erosion control blankets are usually applied to mitigate the impact of rain drops and prevent sediment from being mobilized. The blankets allow the mulch to be applied at a uniform rate and prevents the raw materials, usually straw or wood fiber strands to stay in place for extended periods.
- **Seeding** – Grass seed is applied at specific rates and on graded surfaces in order to establish a permanent stand of vegetation that will act as permanent stabilization. The seed specified for this location is specially selected in order to provide a low growing vegetation which does not attract wild life.

b. Storm Water Management

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

- (I) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Section 41 (Construction site Storm Water Pollution Control of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 41 are selected for implementation or if practices are applied to situations different from those covered in Section 41, the technical basis for such decisions will be explained below.

- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

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

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

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- (iii) Prevent offsite tracking of sediments and generation of dust. Stabilized construction entrances or vehicle washing racks should be installed at locations where vehicles leave the site. Where dust may be a problem, implement dust control measures such as irrigation.

d. Approved State or Local Plans

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

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

A permit is required to be applied for through Peoria County. Changes as required by the County will be incorporated into the plans as a part of the construction documents herein.

3. Maintenance

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

During construction, the contractor shall:

- **Clean up, stabilize and grade work area to eliminate concentration of runoff.**
- **Cover the open end of pipe and/or inlets in trenches at the end of each work day.**
- **Maintain or replace erosion control items as directed by the Resident Engineer.**

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

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

4. Inspections

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

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

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

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

5. Non-Storm Water Discharges

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

The only non-storm water discharges which are anticipated will be from dewatering of small excavations needed as a part of construction. In those cases clean ground water will be discharged in such a manner as to prevent erosion as a result of the pumped discharge either through the use of filter socks, riprap lined ditches, or dewatering bags for larger quantities of water. .

u



Contractor Certification Statement

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on August 1, 2013.

Project Information: **Drainage Improvements/Slope Stabilization & Rehabilitate Terminal Entrance Road, Phase 1 & 2**

Route _____ Marked _____
Section Peoria International Airport Project No. PIA-4415
County Peoria

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

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

APPENDIX 7
Buy American Requirements



U. S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
Illinois, Indiana, Michigan
Minnesota, North Dakota,
Ohio, South Dakota,
Wisconsin

2300 East Devon Avenue
Des Plaines, Illinois 60018

REGIONAL GUIDANCE LETTER—AIRPORTS DIVISION

NUMBER: 5100.30

DATE: May 9, 2008

SUBJECT: Airport Improvement Program (AIP) Buy American Requirement in Construction and Equipment Grants

REFERENCES: Title 49 United States Code (USC) (“the Act”), Section 50101
FAA Order 5100.38, “Airport Improvement Program Handbook”
http://www.faa.gov/airports_airtraffic/airports/aip/aip_handbook/

BACKGROUND:

Section 50101 of the Act prohibits the FAA from obligating funds for a grant under the Airport Improvement Program (AIP) unless steel and manufactured goods used in the project are produced in the United States.

This provision was added to the FAA’s authorizing legislation in 1990. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as AIP. Therefore, NAFTA does not change a Sponsor’s requirement to comply with the Buy American requirement in the Act.

The FAA may waive the requirement if a sponsor submits a written request demonstrating that one of the following criteria applies:

- Applying the provision is not in the public interest. This is reserved for significant public interest determinations;
- The steel or manufactured good is not available in sufficient quantity or satisfactory quality in the United States;
- For AIP grant-funded projects other than ground transportation demonstration projects,
 - the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - final assembly of the facility or equipment has occurred in the United States; or
- Applying this provision would increase the cost of the overall project by more than 25 percent.

As of the date of this Regional Guidance Letter (RGL), a national Program Guidance Letter (PGL) is under development and pending publication. In order to ensure

compliance for grants issued prior to the PGL's final publication, this RGL is intended to provide interim guidance for all AIP-funded construction and equipment grants.

INTERIM REGIONAL POLICY AND PROCEDURES:

All sponsors are reminded that the "Terms and Conditions of Accepting Airport Improvement Program Grants" (dated June 2005) includes a certification in Section II (General Conditions), Subsection J stating that:

Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.

As with all required terms and conditions, sponsors are responsible for ensuring that their certifications are complete and accurate. Sponsors are therefore also responsible for determining if they may require a waiver for a particular project. Until the PGL is finalized and published, it shall be the policy of the Great Lakes Region that any sponsor asking the FAA to waive this requirement must do so in writing (see Exhibit A).

Neither the Region nor ADOs are authorized to approve waivers under the first or second criteria above. If the ADO recommends a waiver pursuant to the first or second criteria, they shall forward the request with their recommendation to AGL-610, who will in turn review and relay such requests to APP-500 for adjudication. Sponsors are urged to submit such requests as early as possible, generally providing at least 30 calendar days prior to anticipated grant award.

ADOs and block-grant states are hereby authorized to approve written waiver requests under the third or fourth criteria above. Consistent with other sponsor certifications, the FAA may base its approval entirely on the information provided by the sponsor, without any obligation to conduct independent review, research or verification of the information presented.

The original written request, all supporting documentation and the final waiver must be retained in the grant documentation file or binder.

FAA CERTIFIED EQUIPMENT:

All ADOs, sponsors, consultants and contractors are advised and reminded that FAA certification of equipment for a particular purpose does not necessarily mean that the equipment satisfies the Buy American requirement. The FAA certifies equipment for technical and functional specifications, without regard to how the equipment is funded. When equipment is funded with AIP grants, a number of additional legal and administrative requirements apply, including the Buy American provision.



Jeri Alles
Airports Division Manager
Great Lakes Region

Exhibit A (Request for Waiver of Buy American Requirement)

Airport Sponsor [insert legal name of sponsor]

Official Representative [insert name]

Project Name [insert]

Indicate reason(s) for waiver request. Supporting documentation must be provided for each reason indicated.

- A. Applying the provision is not in the public interest. This is reserved for significant public interest determinations.
- B. The steel or manufactured good is not available in sufficient quantity or satisfactory quality in the United States.
- C. For AIP grant-funded projects other than ground transportation demonstration projects:
 - the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - final assembly of the facility or equipment has occurred in the United States.
- D. Applying this provision would increase the cost of the overall project by more than 25 percent.

Signature

I hereby request a waiver of the Buy American requirements for the reason(s) indicated above. All documentation provided in support of this request is true and complete to the best of my knowledge.

Date

FAA USE ONLY BELOW THIS LINE

Waiver requests based on Criteria A or B above require approval by Headquarters

ADO Recommendation Recommended Not recommended

ADO Manager [insert name]

Signature

Date [insert]

RO Recommendation Recommended Not recommended

610 Branch Manager [insert name]

Signature

Date [insert]

ADO Manager or block-grant state may approve waivers based on Criteria C or D above

Waiver Determination Approved Denied Further information required

ADO Manager [insert]

Signature

Date [insert]



U.S. Department
of Transportation

**Federal Aviation
Administration**

Memorandum

Subject: **ACTION:** Program Guidance Letter 10-02

Date: February 24, 2010

From: Manager, Airports Financial Assistance Division,
APP-500

Reply to Attn. of: Nancy S. Williams
202-267-8822

To: PGL Distribution List

We are issuing this Program Guidance Letter on Buy American requirements.

A handwritten signature in blue ink, appearing to read "Frank J. San Martin".

Frank J. San Martin

Guidance for Buy American on Airport Improvement Program (AIP) or American Recovery and Reinvestment Act (ARRA) projects.

In accepting AIP or ARRA funding, grant recipients are certifying that they will not acquire (or permit any contractor or subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP or ARRA funded portion of a project, grant recipients must either:

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Request a waiver to use non-US produced products, or
3. Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list.

The AIP funded portion of a project includes the grant recipient's local share.

Types of Waivers

There are four types of waivers to Buy American:

1. Public interest waiver;
2. Insufficient quantity AND quality for ARRA (AIP projects allow waivers for insufficient quantity OR quality);
3. 60% or more of the components and subcomponents in the facility or equipment are of US origin and final assembly is in the US; or
4. Applying Buy American increases the cost of the overall project by more than 25%.

Many pieces of equipment are constructed with some non-US produced components or subcomponents. Therefore, it is expected that the majority of grants will have waivers issued unless the project is constructed of materials that already have a nationwide waiver.

Nationwide Waiver

Much of the equipment that is frequently used on AIP or ARRA projects has been reviewed by FAA Headquarters and a nationwide waiver has been issued. The Nationwide Buy American conformance list is posted on the www.faa.gov website at the following address:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/
by clicking the tab, "Equipment Meeting Buy American Requirements"

If the equipment is on the nationwide waiver list, no additional waiver is required.

Who can Issue Waivers

Only FAA headquarters may issue waivers for reasons 1 and 2. FAA field offices (Regional Offices and/or Airports District Offices) may issue waivers for reasons 3 and 4.

For block grant state projects, the FAA must issue the waivers. Block grant states are not allowed to issue a waiver.

Defining the Project, Facility and Equipment, and Final Assembly Location in the 60%/US final assembly waiver

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.” The correct application of the terms is discussed below.

Project

The “**Project**” is generally the project that is being bid. The “Project” does not extend over multiple grants or phases, even though the overall project may be phased or may be built in multiple bid packages.

Facility or Equipment

- For a building, the portion of the building that is being funded under the AIP or ARRA grant is the “**facility**” listed in the waiver.
- For other projects, the bid items as described in the latest edition of FAA Advisory Circular 5370-10 will generally be the “**equipment**” referred to in the waiver except for airfield electrical equipment.
- For airfield electrical equipment, the “L-” items listed in the Addendum to FAA Advisory Circular 5345-53C, latest edition will generally be the “**equipment**” referred to in the waiver.
- For a vehicle or single piece of equipment like a snow plow or ARFF vehicle, the single vehicle itself is the “**equipment.**”

Final Assembly Location and Labor Exclusion

Final assembly is the substantial transformation of the various components and subcomponents into the equipment. For a building, the final assembly is actual construction of the building.

- For any project other than a building project, the final assembly location is the location where the equipment is assembled, **not the project site itself.**
- For a building, the final assembly location is the airport building site.

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the costs of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

Common Materials that are waived or excluded from Buy American - Cement, Concrete, Asphalt and Steel

Cement and concrete is excluded from the Buy American preference requirements (although the steel used for reinforcement, ties, stirrups, etc. must meet Buy American.)

Asphalt and other petroleum products are waived as an excepted item under AMS Guidance T3.6.4.1.e: Foreign Acquisition – Definitions identifying Asphalt as a petroleum product.

Steel is specifically identified in the statute. Therefore, all rebar and discrete, identifiable steel components must be manufactured in the United States.

FAA Waiver

After the FAA has determined that the final assembly location is in the US and the percent of US components and subcomponents is above 60%, a waiver may be issued. **The waiver is for the single project – not a nationwide waiver.**

What Information is required to Issue a Waiver (AIP and ARRA) and for the Federal Register Notice (ARRA)

For waiver type 3, a waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.”

Grant recipients must request waivers from FAA in writing, with sufficient supporting information. Grant recipients are responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the contractor or the contractor’s supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for either equipment or for a building:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.

For equipment, the following additional information is required:

- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item (not the airport site)

- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

For a building, the following additional information is required:

- The building (called the facility in the Buy American statute) for which the waiver is being requested
- The manufacturer and country of origin of the US and non-US materials that will be used in the building,
- For a building, the location of the final assembly is the airport site
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

Grant recipients are urged to submit waiver requests as early as possible.

Waivers that are issued on ARRA projects must be included in a Federal Register notice, which will generally be published on a quarterly basis.

Sample Letter of Approval of Waiver:

When FAA is satisfied that a waiver may be issued based on the 60%/US final assembly criteria, a letter must be written to the airport sponsor approving the waiver. The text of the letter follows.

A copy of the letter must be forwarded to APP-500 along with a copy of the supporting documentation that was submitted by the airport for the waiver. The information used in the letter will be the basis of the Federal Register notice. The Federal Register notice may include copies of the waiver letters or will be a tabular listing of the waivers. Therefore, regions must forward both a *.pdf copy of the signed letter and an editable copy of the letter.

XXXX Airport
 AIP-Project No. X-XX-XXXX-XX
 Project Name
 Waiver of Buy American Requirements

I have reviewed the request for Waiver of Buy American Requirement submitted XXX for the use of XXXXX equipment on the subject project. The information submitted by the airport for:

Item for which waiver is being issued: i.e L-831 Transformers
 Manufacturer:
 Final Assembly Location:

Percent US Components and Subcomponents:

The information submitted satisfies the requirement for waiver of the requirements of the Buy American per 49 USC Section 50101 based on over 60% of the cost of components and subcomponents to be used in the project being produced in the United States.

The waiver is hereby approved for use on this AIP grant project.

Common Misconceptions

- Belief that if a manufacturer is "FAA-certified" that Buy America has been satisfied. This is not true. The FAA certification certifies that technical standards have been met. However, FAA-certified equipment manufactured outside the U.S. does not meet Buy America provisions of the AIP unless a waiver has been issued.
- Misconception that the North America Free Trade Act (NAFTA) exempts equipment manufactured in Mexico or Canada from "Buy America" requirements. This is not true for AIP or ARRA projects.

Text of Buy American statute from 49 United States Code §50101

§ 50101. Buying goods produced in the United States

(a) **Preference.**— The Secretary of Transportation may obligate an amount that may be appropriated to carry out section [106 \(k\)](#), [44502 \(a\)\(2\)](#), or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) **Waiver.**— The Secretary may waive subsection (a) of this section if the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- (3) when procuring a facility or equipment under section [44502 \(a\)\(2\)](#) or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title—

(A) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and

(B) final assembly of the facility or equipment has occurred in the United States; or

(4) including domestic material will increase the cost of the overall project by more than 25 percent.

(c) **Labor Costs.**— In this section, labor costs involved in final assembly are not included in calculating the cost of components.