

## **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](mailto: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](mailto: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.

# 11A

## 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. UN053**  
**University of Illinois – Willard Airport**  
**Savoy, Illinois**  
**Champaign County**  
**Illinois Project No. CMI-4347**  
**SBG Project No. 3-17-0016-XX**

**For engineering information, contact Christopher B. Groth, P.E. of Crawford, Murphy & Tilly, Inc. at 217-572-1101.**

**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. UN053  
University of Illinois – Willard Airport  
Savoy, Illinois  
Champaign County  
Illinois Project No. CMI-4347  
SBG Project No. 3-17-0016-XX**

**Realign and Widen Taxiway C**

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)

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STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 07/14/14  
 RUN TIME - 183124

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
CHAMPAIGN	019	05	U OF I - WILLARD	3-17-SBGP-XX	CM-I -4347

\*\*\*\*\* BASE \*\*\*\*\*

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108065	RGL CABLE	L.F.	4,450.000 X		=		
AR108066	REIL CABLE	L.F.	1,040.000 X		=		
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	14,175.000 X		=		
AR108258	2/C #8 5 KV UG CABLE IN UD	L.F.	370.000 X		=		
AR109210	VAULT MODIFICATIONS	L.S.	1.000 X		=		
AR110014	4" DIRECTIONAL BORE	L.F.	2,450.000 X		=		
AR110504	4-WAY CONCRETE ENCASED DUCT	L.F.	160.000 X		=		
AR110550	SPLIT DUCT	L.F.	253.000 X		=		
AR110900	REMOVE DUCT	L.F.	280.000 X		=		
AR110903	REMOVE CABLE MARKER	EACH	9.000 X		=		
AR125415	MITL-BASE MOUNTED	EACH	89.000 X		=		
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	EACH	2.000 X		=		
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	EACH	6.000 X		=		
AR125445	TAXI GUIDANCE SIGN, 5 CHARACTER	EACH	4.000 X		=		
AR125449	TAXI GUIDANCE SIGN, 9 CHARACTER	EACH	1.000 X		=		

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CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 2  
RUN DATE - 07/14/14  
RUN TIME - 183124

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR125565	SPLICE CAN	EACH	10.000 X		=		
AR125740	RUNWAY GUARD LIGHT	EACH	12.000 X		=		
AR125901	REMOVE STAKE MOUNTED LIGHT	EACH	87.000 X		=		
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	109.000 X		=		
AR125904	REMOVE TAXI GUIDANCE SIGN	EACH	31.000 X		=		
AR125921	REPLACE STAKE MOUNTED LIGHT	EACH	13.000 X		=		
AR125922	REPLACE BASE MOUNTED LIGHT	EACH	3.000 X		=		
AR125962	RELOCATE BASE MOUNTED LIGHT	EACH	1.000 X		=		
AR125975	RELOCATE RUNWAY GUARD LIGHT	EACH	4.000 X		=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	12,500.000 X		=		
AR152481	SHOULDER ADJUSTMENT	C.Y.	2,100.000 X		=		
AR156500	TEMPORARY EROSION CONTROL	L.S.	1.000 X		=		
AR201670	CRACK CONTROL FABRIC	S.Y.	1,520.000 X		=		
AR209610	CRUSHED AGG. BASE COURSE - 10"	S.Y.	19,870.000 X		=		



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ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 3  
RUN DATE - 07/14/14  
RUN TIME - 183124

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401610	BITUMINOUS SURFACE COURSE	TON	5,400.000 X		=		
AR401630	BITUMINOUS SURFACE TEST SECTION	EACH	1.000 X		=		
AR401650	BITUMINOUS PAVEMENT MILLING	S.Y.	760.000 X		=		
AR401921	REMOVE PAVEMENT	S.Y.	9,800.000 X		=		
AR403610	BITUMINOUS BASE COURSE	TON	10,970.000 X		=		
AR403630	BITUMINOUS BASE TEST SECTION	EACH	1.000 X		=		
AR602510	BITUMINOUS PRIME COAT	GAL.	9,950.000 X		=		
AR603510	BITUMINOUS TACK COAT	GAL.	14,065.000 X		=		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	19,300.000 X		=		
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	9,200.000 X		=		
AR620555	PREFORMED THERMOPLASTIC	S.F.	2,938.000 X		=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	81,022.000 X		=		
AR620910	PREFORMED THERMOPLASTIC REMOVAL	S.F.	1,783.000 X		=		
AR625511	SEAL COAT	S.Y.	19,100.000 X		=		
AR701512	12" RCP, CLASS IV	L.F.	368.000 X		=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 4  
RUN DATE - 07/14/14  
RUN TIME - 183124

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR701521	21" RCP, CLASS IV	L.F.	72.000 X		=		
AR701900	REMOVE PIPE	L.F.	320.000 X		=		
AR705524	4" PERFORATED UNDERDRAIN W/SOCK	L.F.	5,730.000 X		=		
AR705544	4" NON PERFORATED UNDERDRAIN	L.F.	451.000 X		=		
AR705635	UNDERDRAIN COLLECTION STRUCTURE	EACH	4.000 X		=		
AR705640	UNDERDRAIN CLEANOUT	EACH	12.000 X		=		
AR705904	REMOVE UNDERDRAIN CLEANOUT	EACH	5.000 X		=		
AR751410	INLET	EACH	3.000 X		=		
AR751415	INLET-SPECIAL	EACH	1.000 X		=		
AR751550	MANHOLE 5'	EACH	2.000 X		=		
AR751900	REMOVE INLET	EACH	2.000 X		=		
AR752421	PRECAST REINFORCED CONC. FES 21"	EACH	1.000 X		=		
AR800242	REPLACE SIGN FACE	EACH	10.000 X		=		
AR800330	PERMANENT BARRICADES	EACH	64.000 X		=		
AR901510	SEEDING	ACRE	13.000 X		=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 5  
RUN DATE - 07/14/14  
RUN TIME - 183124

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR904510	SODDING	S.Y.	5,600.000 X			=	
AR908510	MULCHING	ACRE	13.000 X			=	
AR908525	KNITTED STRAW MAT	S.Y.	5,600.000 X			=	
AR910200	ROADWAY SIGN	EACH	1.000 X			=	
AR910915	REMOVE ROADWAY SIGN	EACH	1.000 X			=	

SUBTOTAL BASE \$ 

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

U OF I - WILLARD  
CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 6  
RUN DATE - 07/14/14  
RUN TIME - 183124

\*\*\*\*\* ALT 1 \*\*\*\*\*

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AS152511	SUBGRADE REPAIR	S.Y.	500.000 X		=		
AS201663	SAND MIX CRACK REPAIR	L.F.	200.000 X		=		
AS209600	GEOTEXTILE FABRIC	S.Y.	500.000 X		=		
AS209606	CRUSHED AGG. BASE COURSE - 6"	S.Y.	500.000 X		=		
AS401610	BITUMINOUS SURFACE COURSE	TON	1,010.000 X		=		
AS401650	BITUMINOUS PAVEMENT MILLING	S.Y.	8,730.000 X		=		
AS603510	BITUMINOUS TACK COAT	GAL.	1,310.000 X		=		
AS620510	PAVEMENT MARKING	S.F.	2,000.000 X		=		
				SUBTOTAL ALT 1 \$			

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - UN053

ECMS002 DTGECM03 ECMR003 PAGE 7  
RUN DATE - 07/14/14  
RUN TIME - 183124  
CONTRACT - UN053

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

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.**

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

**RETURN WITH BID**

**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 \_\_\_\_\_

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(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:

\_\_\_\_\_  
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 CONTRACTOR listed on the previous page.**

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

**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. UN053  
University of Illinois – Willard Airport  
Savoy, Illinois  
Champaign County  
Illinois Project No. CMI-4347  
SBG Project No. 3-17-0016-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. UN053  
University of Illinois – Willard Airport  
Savoy, Illinois  
Champaign County  
Illinois Project No. CMI-4347  
SBG Project No. 3-17-0016-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 \_\_\_\_\_



Return with Bid

Division of Highways
Annual Proposal Bid Bond

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.

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



**(1) Policy**

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

**(2) Obligation**

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route University of Illinois – Willard Airport

Section \_\_\_\_\_

Project CMI-4347

County Champaign County

Letting Date August 1, 2014

Contract No. UN053

Letting Item No. 11A

Total Bid \_\_\_\_\_

Contract DBE Goal 7.3% \_\_\_\_\_  
(Percent) (Dollar Amount)

**(4) Assurance**

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

**Local Let Projects**  
Submit forms to the  
Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.





# 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  
submission 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. UN053  
University of Illinois – Willard Airport  
Savoy, Illinois  
Champaign County  
Illinois Project No. CMI-4347  
SBG Project No. 3-17-0016-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

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). 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.

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.

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 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 \_\_\_\_\_

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(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 \_\_\_\_\_

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(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 \_\_\_\_\_

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

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

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

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

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**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. UN053  
University of Illinois – Willard Airport  
Savoy, Illinois  
Champaign County  
Illinois Project No. CMI-4347  
SBG Project No. 3-17-0016-XX**

**Realign and Widen Taxiway C**

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 University of Illinois – Willard Airport administration building. For engineering information, contact Christopher B. Groth, P.E. of Crawford, Murphy & Tilly, Inc. at 217-572-1101.

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 7.3%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated June 27, 2014 and the Construction Plans dated June 27, 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 Base Bid: 122 calendar days; Additive Alternate 1: 0 additional 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 **7.3%** 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](http://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 Base Bid: 122 calendar days; Additive Alternate 1: 0 additional 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.

## **SECTION III**

### **SPECIAL PROVISIONS FOR REALIGN AND WIDEN TAXIWAY C BASE BID; REHABILITATE T-HANGAR TAXILANES ADDITIVE ALTERNATE**

**AIP PROJ: 3-17-0016-XX  
IL PROJ: CMI-4347**

**At**

**UNIVERSITY OF ILLINOIS WILLARD AIRPORT  
SAVOY, ILLINOIS**

**JUNE 27, 2014**

Prepared By:

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

13059-02-00

GENERAL

These Special Provisions, together with the Standard Specifications for Construction of Airports, Contract Requirements for Airport Improvement Projects, 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 U of I Willard Airport for the construction of Realign and Widen Taxiway C and Rehabilitate T-Hangar Taxilanes and associated improvements at the U of I Willard Airport, Savoy, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “**Standard Specifications for Construction of Airports (Consolidated Reprint)**”, State of Illinois, Department of Transportation, Division of Aeronautics, dated April 1, 2012, 2009 shall govern. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. Where noted within the Special Provisions, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2012 shall apply. Where conflicts arise regarding contract documents versus IDOT Highway Standards and Standard Drawings, the contract documents shall govern.

The Standard Specifications can be obtained from the Illinois Department of Transportation, Division of Aeronautics website at [http://www.dot.state.il.us/aero/PDF/New%20Spec%20Book%20\(effective%204-1-2012\).pdf](http://www.dot.state.il.us/aero/PDF/New%20Spec%20Book%20(effective%204-1-2012).pdf) or from the Division.

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SPECIAL PROVISIONS  
U OF I WILLARD AIRPORT  
SAVOY, ILLINOIS

AIP PROJ: 3-17-0016-XX  
ILLINOIS PROJECT: CMI-4347  
REALIGN AND WIDEN TAXIWAY C  
REHABILITATE T-HANGAR TAXILANES

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## **DIVISION I – GENERAL PROVISIONS**

**SECTION 40 – SCOPE OF WORK**

**40-05 MAINTENANCE OF TRAFFIC**

ADD:

ADD: The Contractor's 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 Resident 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 consult with the Airport Manager and the Resident Engineer in arranging his construction operations. The Airport Manager will at all times have jurisdiction over the safety of air traffic during construction. Wherever the safety of air traffic during construction is affected, his decisions as to methods, procedures and measures used shall be final, and any and all Contractors performing work must be governed by said decisions.

The Contractor shall keep all haul roads utilized by his operations clean. All haul roads shall remain clear and unobstructed for use by Airport vehicles. The Contractor shall maintain these areas as required or as directed by the Resident Engineer. Should the Contractor fail to respond to the Resident Engineer's notification, the Division may suspend work until such time as the unsatisfactory condition is corrected.

The Airport Manager shall retain the authority to change the phasing of the work and/or the sequence of construction.

The Contractor shall not have access to any part of the active airfield (runway, taxiway or apron) for all equipment or personnel without the approval of the Resident Engineer.

The Contractor will erect signs stating "Authorized Personnel & Construction Access Only" at all gates or areas where they are gaining access to the airfield. These signs will be provided to help keep the public off the airfield. 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 Village of Savoy, Tolono Township and Champaign County Highway Department. The Contractor shall be responsible for coordinating all hauling and access on Village, 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.

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: A weekly progress meeting shall be scheduled during construction to discuss work areas, scheduling, etc. The superintendent for the project, the subcontractor's foreman, and the Resident Engineer are required to attend this meeting. The Airport Management and the Division may attend the meeting. The work area access may require multiple Contractor activity on or crossing active airfield pavements. At each scheduled weekly meeting the Contractor shall provide detailed drawings showing daily closures for the next 10 days suitable to be provided to FAA- Air Traffic key tenants and users. Modifications to these daily closure drawings shall be closely coordinated with the Airport through the Resident Engineer and new drawings suitable for facsimile or email transmittal as a pdf provided to update key tenants of the upcoming work.

Escorts or flagpersons in direct control of personnel, vehicles and equipment shall be required for all operations inside the AOA.

The completion of the individual phases/ pavement closures within the times specified or discussed at the weekly meetings is of extreme importance to the Airport. The Contractor shall update his progress schedule as required for the scheduled progress meetings. No additional compensation will be made for accelerated work to meet schedule and/or contract time. If the Contractor falls behind schedule for any reason, including weather delays, s/he shall work extra hours or add extra crews to attempt to complete the project within the original schedule milestones.

**50-05 COOPERATION BETWEEN CONTRACTORS**

ADD: Other contracts may be under construction concurrently resulting in more than one Contractor working on the Airport at the same time.

The Contractor shall plan and conduct his work so as not to interfere or hinder the progress or work being performed by other Contractors. The timely prosecution of the overall project is dependent upon the proper coordination between Contractors.

It is to be fully understood by the Contractor that the prosecution of the overall projects and the safety and convenience of the travelling public are the governing criteria for resolving conflicts which may arise between his schedule and the schedule of other Contractors. When conflicts arise, resolution of such conflicts will be made by the Airport Manager in the best interest of the Airport. Delays, changes in scheduling, or expedition of work under this contract to coordinate the timely prosecution of work will be considered incidental to the contract and no additional compensation will be allowed.

The Contractor shall acquaint himself with all ongoing contracts prior to bidding and shall cooperate with the Owner and any other Contractors who may be working on other contracts.

50-06 CONSTRUCTION LAYOUT STAKES

DELETE: The first paragraph

ADD: As the first paragraph:

The Contractor will be required to furnish and place construction layout stakes for the project.

The Resident Engineer will locate and reference three (3) control points and will establish benchmarks along the line of the improvement outside the 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 three (3) control points 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 site plan and construction activity plan drawings. The use of existing airfield pavements by the Contractor construction traffic, including all haul traffic, is limited to the hauling routes as shown on the site plan and construction activity plan drawings. Use of existing airfield pavement other than as shown on the site plan and construction activity plan drawings is prohibited. Any damage to existing airfield 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.

If it is found the fully loaded delivery trucks are excessively damaging the Airport or local roadway pavement, the Contractor shall limit the weight of the material being hauled onto the site. The Resident Engineer shall determine what is considered excessive damage. No payments will be made for additional hauling that may be required due to load restrictions.

The Contractor shall coordinate construction hauling, construction access and load restrictions with the local jurisdiction responsible for that roadway i.e. County Superintendent of Highways and/or the Township Road Commissioner and the City of Savoy as required. 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: Material tracked onto public use roads shall be removed continuously during the work.

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: 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 40-08, 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 seventh 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:

<b>PROJECT LOCATION:</b>	<b>University of Illinois – Willard Airport</b>
<b>PROJECT TITLE:</b>	<b>REALIGN AND WIDEN TAXIWAY C</b>

**PROJECT NUMBERS:** Illinois Project: CMI-4347  
AIP Project: 3-17-0016-XX

**CONTRACT ITEM:** (Pay Item Name & Number)  
ie.: AR156510 Silt Fence

**SUBMITTED BY:** (Contractor/SubContractor Name)

**DATE:** (Date of Submittal)

*This information shall be included on each page of each submittal.*

**ADD: The Project Engineer shall return incomplete or vague material shop drawing submittals for completion prior to review.**

Shop drawing submittals shall contain a letter of certification from the **producer** stating that all materials furnished for the project conform to the requirements of the plans and specifications including conformance with the Buy American Act. Letters of certification from the producer shall be dated no more than six (6) months prior to the date it is submitted to the Project Engineer. Letters of certification from producers to verify submitted material conforms to the requirements of the contract shall be submitted on company letterhead and include the project name, location and project numbers. Submittals not including this information shall not be reviewed and returned as incomplete. Incomplete shop drawing submittals causing re-submittal(s) shall not be allowed as justification for additional contract time.

The Project Engineer will review each submittal; mark corrections or modifications required and return it to the Contractor. The Project Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action taken as follows. Submittals marked "Resubmit with Corrections" or "Rejected" shall not be used at the project site. **All submittals must ultimately receive "No Exceptions Taken" stamp from the Project Engineer to be eligible for payment.** Submittals stamped "Exceptions Taken as Noted" are **not** considered approved shop drawings.

1. "No Exceptions Taken": Means fabrication/installation may be undertaken. Submittals stamped as such do not authorize changes to the contract price or time.
2. "Exceptions Taken as Noted": Same as "No Exceptions Taken" provided the Contractor complies with the corrections noted on the submittal by the Engineer. The Contractor is still obligated to resubmit the submittal including the corrections made by the Engineer so ultimately a shop drawing stamped "No Exceptions Taken" may be forwarded to the Division. Submittals not stamped Approved are not considered approved shop drawings.
3. "Resubmit with Corrections": Fabrication and/or installation MAY NOT be undertaken.  
Make appropriate revisions and resubmit limiting corrections to items marked.



**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. Waiver requests shall be obtained prior to the Notice to Proceed is issued

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.

60-11

CERTIFICATION OF MATERIALS SUPPLIED TO THE CONTRACT

The Contractor shall certify all materials contained in the contract. Certification 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 the prior approval of the Resident Engineer will not be recommended for payment.

**It shall be the SOLE responsibility of the Contractor to provide certifications that ALL materials to be used on the project meet the FAA “Buy American” preference.**

**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 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 sheets of all submittals shall contain the following information:

<b>PROJECT LOCATION:</b>	University of Illinois – Willard Airport
<b>PROJECT TITLE:</b>	Realign and Widen Taxiway C
<b>PROJECT NUMBERS:</b>	Illinois Project: CMI-4347 AIP Project: 3-17-0016-XX
<b>CONTRACT ITEM:</b>	(ie., AR156520 – Silt fence)
<b>SUBMITTED BY:</b>	(Contractor/SubContractor Name)
<b>DATE:</b>	(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:

The Contractor shall provide and install any warning signs (trucks entering highway, etc.) and provide flagman as required by the agency responsible for public roadway jurisdiction i.e. Village of Savoy, Tolono Township, Illinois Department of Transportation. Any cost for signage or traffic control shall be borne by the Contractor.

Type I beam barricades shall be used as directed for all phases of construction. The barricades shall be provided and conform to the details in the plans. The barricades shall be lighted with a flashing red light supplemented with a 20"x20" orange flag. The barricades shall be sufficiently weighted with sandbags or other appropriate method to withstand high winds or jet blast without dislocation.

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

**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 second paragraph:

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 Resident 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 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.

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

University of Illinois – Willard Airport

<b>Utility Service or Facility</b>	<b>Person to Contact</b>	<b>Contact Phone</b>
Airfield Lighting Cables	Ron Deckard	217-369-0099
FAA Control and Communications Cable	Mark Berenz Bob Pound	217-714-4221 217-714-4227
Sanitary Sewer	Ron Deckard	217-369-0099
Electric Cables	J.U.L.I.E.	1-800-892-0123
Water	Ron Deckard J.U.L.I.E.	217-369-0099 800-892-0123
Telephone Cables	J.U.L.I.E.	800-892-0123
Gas Lines	J.U.L.I.E.	800-892-0123

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All Utilities	U of I Operations and Maintenance	217-333-0340
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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: At the end of this section:

- E. Provide a safety officer/construction inspector(s) trained in airport safety to monitor construction activities and provide radio control.
- F. Restrict movement of construction vehicles to construction areas with flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
- 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.
- H. Review the requirements in AC 150/5370-2 (current edition) and comply with items listed as Contractor's responsibility.
- I. Implement a SPCD as required in AC 150/5370-2 (current edition) and ensure that construction personnel are familiar with operational safety procedures and regulations on the Airport.
- J. Provide a 24 hour point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the Airport.

- K. Provide a safety officer/construction inspector(s) trained in airport safety to maintain the SPCD and to monitor all construction activities.
- L. Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.
- M. 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 130' shall be maintained between construction operations and the centerline of all active taxiways and taxilanes and 250' from centerline of active runways. These limits constitute the Taxiway Object Free Area for ADG IV taxiways and Runway Safety Area for ADG C runways. If work occurs within these limits, the Contractor shall coordinate closures of the Taxiway/Runway with the Airport prior to the work commencing within those limits.

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.

ADD: After the last paragraph of this section:

For this project, the following number of calendar days available for work per month has been assumed to be:

<u>Month</u>	<u>Workable Calendar Days</u>
January	0
February	0
March	0
April	0
May	15
June	17
July	17
August	17
September	16
October	16
November	14
December	0

For an extension of contract time due to inclement weather to be considered, the actual total number of calendar days available for work on controlling items must be less than the total number of workable calendar days assumed for the duration of the contract.



Requests for extension of contract time on calendar day projects caused by inclement weather, shall, as a minimum, be supported with National Weather Bureau data and project diaries. Requests for extension of contract time due to inclement weather will not be considered until after final acceptance.

As part of the request for contract time extension review, consideration may be given to how timely the Contractor prosecuted the work up to the point of the delays and the efforts by the Contractor to get back on schedule including the addition of labor or equipment and the extension of work hours and work days.

No allowance will be made for anticipated profits.

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

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, taxiways or aprons) with any equipment or by personnel without the approval of the Airport management.

Lack of adequate access to the site will not be an allowable consideration for an extension of time.

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

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

ADD: The Contractor shall submit a 10-year background and employment check on the superintendent and supervising foremen and complete a security form for all personnel he proposes to use on the Airport. 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.

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

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

- (3) Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational security of the Airport.
- (4) Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
- (5) 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.

The Contractor's Superintendent, Foremen, Security Guards, Flagmen, and any other employee directed by the Airport Manager, must display a current photo I.D. badge, issued by the Airport. The Contractor shall provide sufficient badged supervisory personnel to maintain direct control of all employees and subContractor personnel working on the airfield. To obtain the photo I.D. badge for any of the Contractor's employees, the following is required:

- (1) The Contractor must obtain and submit a ten (10) year background check for the employee to the Airport Manger.
- (2) The Airport must approve the background check.
- (3) The employee must attend an Airport Safety and Security Training Session.

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

The Contractor is responsible for payment of Federal Aviation Administration fines and penalties resulting from security infractions and perpetrated or caused by his personnel or work forces of his subContractors or suppliers.

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

All other workers employed by the Contractor that will be working at the Airport shall obtain and complete Airport Security forms from the Willard Airport Security Chief. These forms shall be completed by all personnel expected to work on the Project, and submitted to the Security Chief 48 hours in advance of the time the individual is scheduled to be at the work site.

**DIVISION II – CONSTRUCTION DETAILS – EARTHWORK**

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

**CONSTRUCTION METHODS**

150-2.1

ADD:

- N. A phone line dedicated for high speed access to the internet by the Resident Engineer’s field computer shall be made available in addition to the phone lines dedicated for the telephone and facsimile machine. A total of three phone lines are required.
- O. In lieu of the items listed in I and J, the Contractor may provide a combination printer capable of copying and scanning documents (11”x17”). Equipment provided shall meet the approval of the Resident Engineer.

ADD:

150-2.2

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

**BASIS OF PAYMENT**

Payment will be made under:

Item AR150510 – Engineer’s Field Office – per lump sum.

**ITEM 152 - EXCAVATION AND EMBANKMENT**

DESCRIPTION

152-1.1 The Contractor shall be exposing, maintaining and preparing existing subgrade, base or subbase and grading in various locations as a part of this project. Specifically, this item shall consist of:

- The excavation, grading, shoulder construction and compacting to construct the subgrade below the pavement widening and geometry revisions along Taxiway C and associated connecting taxiways.
- Shoulder embankment to be placed in areas where the pavement has been removed.
- The repair of subgrade in the additive alternate T-Hangar Pavements

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: Where specified, individual requirements, methods and procedures specified for areas of existing subgrades, aggregate base or subbase in the pavement removal areas on the Taxiway removals specified under the pavement removal items shall take precedence over similar requirements in this specification.

CONSTRUCTION METHODS

152-2.1 GENERAL

DELETE: 4<sup>TH</sup> SENTENCE OF FIRST PARAGRAPH

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

152-2.2 EXCAVATION

ADD: After the first paragraph:

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: 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%
Shoulder Adjustments less than 6" compacted thickness	3 Passes of a Sheepsfoot Roller	3 Passes of a Sheepsfoot Roller

152-2.3      BORROW EXCAVATION

DELETE: This section.

152-2.5      PREPARATION OF EMBANKMENT AREA

ADD: After the first paragraph:

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

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 the proposed or future pavements.

Materials excavated during the stripping process shall be stockpiled at a location designated by the Contractor and approved by the Resident Engineer outside of the

grading limits and allowed to decay. Upon completion of the earthwork, this material shall be incorporated as directed in Item 905 over the disturbed surface. Excavation, stockpiling and incorporation of this material shall not be measured for payment but shall be considered incidental to Item 152.

152-2.6      FORMATION OF EMBANKMENTS

Incidental grading associated with the pavement removals or pavement repairs shall not be measured for payment under unclassified excavation or shoulder adjustment.

152-2.10      TOPSOIL

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 minimum depth of 4" and from below all proposed pavement areas at a depth of 4". 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 4" 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 for Aircraft weighing more than 60,000 lbs.

ADD:

152-2.15      DUST CONTROL WATERING

This work shall consist exclusively of applying water to control dust resulting from construction operations and is not intended for use in compaction of earth embankment. The Contractor shall take measures to control dust.

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

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

ADD:

152-2.16      SUBGRADE REPAIR

The Contractor shall identify any unsuitable subgrade areas by applying a loaded tandem to the existing aggregate surface. The Contractor shall perform the proof rolling process

in the presence of the Resident Engineer. Unsuitable areas as identified by the Resident Engineer shall be excavated to a depth of one foot as part of the Subgrade Repair item. If necessary as determined by the Resident Engineer, additional excavation may be required to remove the unsuitable material. After over-excavation of the subgrade, the Contractor shall compact the existing subgrade to the satisfaction of the Resident Engineer. Depth of excavation shall be completed to accommodate 6" of Oversize Aggregate under 6" of Crushed Aggregate Base Course under 3" bituminous surface that meet the plan grades for the proposed surface. The repaired area shall be proof rolled prior to the placement of the Geotextile Fabric and Oversize Aggregate. The Geotextile Fabric Shall meet the requirements Item 209 and shall be paid for under Item AR209600. The material used for the Oversize Aggregate is as specified in Section 152-2.16.

152-2.17      GEOTEXTILE FABRIC

The Geotextile Fabric shall meet the material and construction requirements of Item 209600 – Geotextile Fabric. The Geotextile Fabric shall not be considered part of this item, but shall be measured for payment as defined under Item 209600 of these special provisions.

152-2.18      OVERSIZED AGGREGATE

The oversized Aggregate shall meet the material and construction requirements of the Item 208 – Oversized Aggregate. Compaction requirements shall be to the satisfaction of the Resident Engineer and shall pass all proof rolling efforts.

METHOD OF MEASUREMENT

152-3.1      ADD: Dust control watering will not be measured for payment, but shall be considered incidental to the contract items for which dust control is required.

No separate measurement will be made for the volume of top soil excavated or the volume of embankment required to fill the void left by the top soil excavation.

152-3.2      DELET:

ADD: Method of measurement for Shoulder Adjustment shall conform to the methods outlined in section 152-3.1.

152-3.4      ADD: Subgrade Repair measured for payment shall be the number of square yards measured in its final position at the locations as directed by the Resident Engineer.

BASIS OF PAYMENT

152-4.1      ADD: Payment will be made at the contract unit price per cubic yard for "Unclassified Excavation." Separate payment will not be made for topsoil versus other embankment materials



Only the areas listed for payment in this specification shall be considered under this item. Other areas requiring excavation, spreading or compaction of earth, subbase or base materials shall be paid for as specified elsewhere or shall be considered incidental to the pavement removal item.

These prices shall be full compensation for all scarification, excavation, off site removal, hauling, grading, final shaping, top soiling, and compacting necessary to construct the proposed embankments in conformance with the lines and grades shown in the plans, and for all labor, equipment, tools and incidentals necessary to complete this item.

152-4.4 ADD: Payment shall be made at the contract unit price per cubic yard for "Shoulder Adjustment." This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

152-4.5 ADD: Payment shall be made at the contract unit price per square yard for "Subgrade Repair." This price shall be full compensation for excavation of unsuitable material including pavement structure and embankment, furnishing and constructing oversize aggregate material.

Payment will be made under:

Item AR152410 – Unclassified Excavation – per cubic yard.

Item AR152481 – Shoulder Adjustment – per cubic yard.

Item AS152511 – Subgrade Repair – per square yard.

**ITEM 156000 – EROSION CONTROL**

DESCRIPTION

156-1.1 DELETE: This section

ADD: The work area is under the jurisdiction of both IEPA, Village of Savoy and Tolono Township 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 ditch checks, inlet sedimentation control, erosion control silt filter fence, 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.

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 50-18, 60-01, 60-03 and 60-11 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.

METHOD OF MEASUREMENT

156- 4.1, 4.2, 4.3, 4.4, 4.5 Delete These Sections.

ADD: The installation, maintenance and removal of the temporary erosion control measures shall be measured as a lump sum item completed and accepted by the Engineer.

BASIS OF PAYMENT

156- 5.1

Delete This Section.

ADD: Payment for this item shall be at the contract lump sum for the completed work. This price shall be full compensation for furnishing all material, for all preparation, assembly and installation of materials, for all removals, restoration, and for all labor, equipment, tools and incidentals necessary to complete the item.

Unless otherwise specified as a pay item under another section of the specifications, 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 the lump sum price provided under this item.

Payment will be made under:

Item AR156500 – Temporary Erosion Control - Per Lump Sum.

**DIVISION II – CONSTRUCTION DETAILS – PAVEMENT SURFACE  
PREPARATION**

**ITEM 201663 – SAND MIX CRACK REPAIR**

MATERIALS

201-1.1 ADD: This item shall be for filling cracks within the limits of the T-Hangar Pavements Additive Alternate.

CONSTRUCTION METHODS

201-4.1 ADD: The pavement surface will be milled prior to constructing the sand mix repair. The cracks greater than 1” in need of repair will be laid out by the Resident Engineer prior to paving.

BASIS OF PAYMENT

201-6.1

Payment will be made under:

Item AS201663 – Sand Mix Crack Repair – per linear foot. (Additive Alternate)

**ITEM 201671 – CRACK CONTROL FABRIC**

DESCRIPTION

201-1.1      ADD: This item shall consist of installing crack control fabric at the interface between the widened pavement and the existing pavement structure. Fabric will be approximately 4' wide with 2' on the existing pavement and 2' on the new pavement. Fabric will be installed on the top lift of bituminous base course and the milled surface of the existing pavement.

MATERIALS

201-2.2      DELETE: This section

ADD:

201-2.3      BUY AMERICAN: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 5. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

BASIS OF PAYMENT

Payment will be made under:

Item AR201670 – Crack Control Fabric – per square yard.

SPECIAL PROVISIONS  
U OF I WILLARD AIRPORT  
SAVOY, ILLINOIS

AIP PROJ: 3-17-0016-XX  
ILLINOIS PROJECT: CMI-4347  
REALIGN AND WIDEN TAXIWAY C  
REHABILITATE T-HANGAR TAXILANES

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**DIVISION II – CONSTRUCTION DETAILS – FLEXIBLE BASE COURSES**

**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 for the Additive Alternate Rehabilitation of the T-Hangar Taxilanes.

MATERIALS

208-2.1 UNCRUSHED COARSE AGGREGATE

DELETE: This section.

208-2.2 CRUSHED COARSE AGGREGATE

DELETE PARAGRAPHS (b), (c), (d).

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 209 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 base aggregate 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 sentences 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 AS152511 Subgrade Repair.

**ITEM 209 – CRUSHED AGGREGATE BASE COURSE**

DESCRIPTION

209-1.1 ADD: The Contractor shall construct a 10” crushed aggregate base course below the proposed Taxiway C Widening and Full Width pavement. The Contractor shall construct a 6” crushed aggregate base course within the Additive Alternate subgrade repair.

MATERIALS

209-2.1 CRUSHED COURSE AGGREGATE

ADD: Table 1, Gradation B or C shall be used.

209-2.3 ADD:

The Geotextile grid shall be a biaxial polymeric grid formed by a regular network of integrally connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth to function primarily as reinforcement. The geotextile grid shall be integrally formed and deployed as a single layer conforming to the characteristics presented in the following table for Type 2: (ALL VALUES ARE MINIMUM AVERAGE ROLL VALUES UNLESS A RANGE OR CHARACTERISTIC IS INDICATED):

Property	Test Method	Units	Type 1	Type 2
Minimum True Initial Modulus in Use	ASTMD6637-01	lb/ft (Kn/m)	17,140 (250)	27,420 (410)
- MD				
- CMD		lb/ft (Kn/m)	27,420 (400)	44,550 (620)

The contractor shall prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to the geotextile grid materials. The materials shall be stored at temperatures above -20 degrees F (-29 degrees C). Rolled materials may be laid flat or stood on end. The Geotextile grid materials should not be left directly exposed to sunlight.

CONSTRUCTION METHODS

209-3.3 PLACING AND SPREADING

DELETE: The second sentence of the first paragraph.

209-3.4 FINISHING AND COMPACTING

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 for under apron pavement.

209-3.7 SURFACE GRADE ACCURACY

REVISE: To read as follows:

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

209-3.13 ADD: PLACING GEOTEXTILE FABRIC

The Contractor shall check the geotextile grid upon delivery to verify that the proper material has been received. The geotextile grid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.

The underlying course shall be smooth and compacted before placing the geotextile grid material. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed thereon. Geotextile grid material shall not be placed on frozen subgrade.

The subgrade soil shall be prepared as indicated on the construction drawings or as directed by the Resident Engineer. The geotextile shall be laid at the proper elevation and alignment as shown on the construction drawings. The geotextile grid shall be installed in accordance with the installation guidelines provided by the manufacturer including providing proper overlap or as directed by the Resident Engineer. The geotextile grid may be temporarily secured in place with ties, staples, pins, sand bags or backfill as required by fill properties, fill placement procedures or weather conditions or as directed by the Resident Engineer.

209-3.14 ADD: BACKFILL OVER GEOTEXTILE FABRIC

Item 208 oversize aggregate material shall be placed, spread, and compacted/smoothed in such a manner that minimizes the development of wrinkles in the geotextile grid and/or movement of the geotextile grid. A minimum compacted thickness of 12 inches is required prior to operation of wheeled vehicles over the geotextile grid. Turning of vehicles should be kept to a minimum to prevent vehicles from displacing the fill and damaging the geotextile grid.

The Resident Engineer may randomly inspect geotextile grid before, during and after (using test pits) installation. Any damaged or defective geotextile grid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired/replaced prior to use. If damaged in place, the material shall be removed and replaced with a new section. Any roll of geotextile grid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the contract. Proper replacement shall consist of replacing the affected area adding 3ft (1m) of geotextile grid to either side of the affected area. If the test pit reveals damaged material, the aggregate shall be removed, the geotextile grid material removed and replaced and the aggregate replaced and compacted. New aggregate materials shall be used if the removed material becomes segregated.

METHOD OF MEASUREMENT

209-4.1 DELETE: This section.

209-4.3 DELETE: This section.

209-4.4 ADD: The quantity of geotextile fabric to be paid for will be determined by measurement of the number of square yards of geotextile grid material actually constructed measured on a horizontal plane according to the details for subgrade repair that are presented on the plans and accepted by the Resident Engineer as complying with the plans and specifications. Installation of material placed outside the defined limits as presented on in the subgrade repair detail shall not be measured for payment. Overlaps of the geotextile grid shall be as required by the manufacturer's installation recommendations.

BASIS OF PAYMENT

209-5.1 DELETE: The first sentence.

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

ADD: Payment will be made at the contract unit price per square yard for Geotextile Fabric.

Payment will be made under:

Item AR209610 – Crushed Agg. Base Course – 10” – per square yard.

Item AS209606 – Crushed Agg. Base Course – 6” – per square yard.

Item AS209600 – Geotextile Fabric – per square yard.

**DIVISION II – CONSTRUCTION DETAILS – FLEXIBLE SURFACE  
COURSES**

**ITEM 401 – BITUMINOUS SURFACE COURSE**

(Central Plant Hot Mix)

DESCRIPTION

401-3.2 ADD: This item shall consist of providing bituminous surface course for the Taxiway C (Base Bid) pavement structures and the T-Hangar Taxilane (Additive Alternate) pavement structures.

COMPOSITION

401-3.2 JOB MIX FORMULA

ADD: At the end of the third paragraph:

Table 1 - Superpave Design Criteria for Aircraft over 60,000 lbs. shall apply for Taxiway C pavement and under 60,000 lbs shall apply for T-Hangar Taxilane pavement.

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: All references to Method I for quantities under 2,500 tons.

BASIS OF PAYMENT

401-6.1 DELETE: The second paragraph.

Payment will be made under:

Item AR401610 – Bituminous Surface Course – per ton.

Item AR401630 – Bituminous Surface Test Section – per each.

Item AS401610 – Bituminous Surface Course – per ton. (Additive Alternate)

**ITEM 401650 – HMA PAVEMENT MILLING**

DESCRIPTION

401-1.1 ADD: This item shall consist of milling the existing HMA pavement edges approximately two feet from the outside edge of the existing pavement. This item shall also consist of milling the existing T-Hangar Taxilane (Additive Alternate) pavements full width.

CONSTRUCTION METHODS

401-3.1 ADD: After the third paragraph:

The Contractor shall use caution when performing milling operations in close proximity to an existing structure. Any pavement structure, building foundation, or any other object said to be damaged by the Contractor's milling operations shall be repaired by the Contractor at his/her own expense and to the satisfaction of the Resident Engineer. The Contractor shall be responsible for satisfactorily removing all existing bituminous pavement to the limits shown in the plans. No additional cost shall be added to the contract for additional efforts required to sufficiently remove all pavement immediately adjacent to an existing structure.

BASIS OF PAYMENT

401-5.1 Payment will be made under:

Item AR401650 – Bituminous Pavement Milling – per square yard

Item AS401650 – Bituminous Pavement Milling – per square yard (Additive Alternate)

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**ITEM 401900 – REMOVE BITUMINOUS PAVEMENT**

DESCRIPTION

401-1.1 ADD: This item of work shall include the following:

Removal of:

- Existing Bituminous Taxiway Pavement including all base and subbase items which include PCC, Crushed Aggregate, and Rubbilized PCC as denoted in the plans for Taxiway C. Payment for this removal shall be under the Remove Pavement pay item.

CONSTRUCTION METHODS

401-2.1 DELETE: The third paragraph and replace with the following:

The existing Aggregate Base, Milling Base, PCC Base, Rubbilized PCC Base and/or other base materials shall be considered part of the HMA pavement structure and shall be removed as such. No separate measurement for payment shall be made for the removal of the base structures. Payment shall be made as indicated in Section 401-1.1 above.

ADD: The removal of the existing pavement structure shall be filled to the proposed grades as shown in the plans. Fill and topsoil materials shall be placed in accordance with Items 152 and 908, respectively, and shall be paid for under the Unclassified Excavation pay item.

BASIS OF PAYMENT

401-4.1 Payment will be made under:

Item AR401921 – Remove Pavement – per square yard.



**ITEM 403 – BITUMINOUS BASE COURSE**  
**(CENTRAL PLANT HOT MIX)**

DESCRIPTION

403-1.1 ADD: This item shall consist of placing bituminous base course per Method II, placed as part of the proposed structure for the realignment and widening of Taxiway C.

COMPOSITION

403-3.2 JOB MIX FORMULA

ADD: After the third paragraph:

Table 1 - Superpave Design Criteria for Aircraft over 60,000 lbs. shall apply.

CONSTRUCTION METHODS

403-4.9 TRANSPORTING, SPREADING, & FINISHING

ADD: After the fifth paragraph:

The use of slope control for material placement is not allowed.

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: All references to Method for quantities under 2500 tons.

BASIS OF PAYMENT

403-6.1 DELETE: The second paragraph.

Payment will be made under:

Item AR403610 – Bituminous Base Course – per ton.

Item AR403630 – Bituminous Base Test Section – per each.

SPECIAL PROVISIONS  
U OF I WILLARD AIRPORT  
SAVOY, ILLINOIS

AIP PROJ: 3-17-0016-XX  
ILLINOIS PROJECT: CMI-4347  
REALIGN AND WIDEN TAXIWAY C  
REHABILITATE T-HANGAR TAXILANES

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## **DIVISION II – CONSTRUCTION DETAILS MISCELLANEOUS**

**ITEM 602 – BITUMINOUS PRIME COAT**

DESCRIPTION

602-1.1 ADD: This item shall consist of the application of a prime coat for the following items:

1. Between aggregate surface and bituminous base course.

BASIS OF PAYMENT

602-5.1 ADD: If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 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 Report until such submittals have been furnished.

Payment will be made under:

Item AR602510 – Bituminous Prime Coat – per gallon.

**ITEM 603 – BITUMINOUS TACK COAT**

DESCRIPTION

603-1.1 ADD: This item shall consist of the application of a tack coat for the following items:

1. Between the Bituminous Base Course individual paving lifts.
2. Between the Bituminous Base Course and the Bituminous Surface Course lifts.
3. Between the Bituminous Surface Course and the Milled/Grooved Bituminous surface.
4. Along the edge of the Milled/Sawed bituminous face
5. Between the Bituminous Surface Course individual paving lifts.

BASIS OF PAYMENT

603-5.1 ADD: If, upon delivery and incorporation of any materials the Contractor has failed to provide the necessary submittals as required by Sections 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 Report until such submittals have been furnished.

Payment will be made under:

Item AR603510 – Bituminous Tack Coat – per gallon.

Item AS603510 – Bituminous Tack Coat – per gallon.

**ITEM 610 - STRUCTURAL PORTLAND CEMENT CONCRETE**

DESCRIPTION

610-1.1

ADD: This item shall include concrete used for the purpose of light can bases, duct banks, clean outs, drainage structures and other miscellaneous concrete.

The cost of furnishing and install structural concrete shall be considered incidental to the contract unit price for the item utilizing Item 610 Structural Portland Cement Concrete. The prices shall be full compensation for furnishing all materials and or preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 50-18, 60-01, 60-03 and 60-11 of the Standard Specifications, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

**ITEM 620000 – PAVEMENT MARKING**

DESCRIPTION

620-1.1 ADD: This item shall include marking the surface painted holding position signs and surface painted taxiway direction signs with preformed thermoplastic and taxiway centerlines, enhanced taxiway centerlines and runway hold position lines with waterborne paint. The marking colors shall match FAA standards.

This item shall also consist of the removal of existing pavement marking both waterborne and preformed thermo plastic.

MATERIALS

620-2.2 PAINT

ADD:

Paint type shall be Waterborne.

ADD:

620-2.4 PREFORMED THERMOPLASTIC AIRPORT PAVEMENT MARKINGS.

Markings must be composed of ester modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

The markings must be able to be applied in temperatures down to 35°F without any special storage, preheating or treatment of the material before application.

The markings must be supplied with an integral, non-reflectorized black border.

A. GRADED GLASS BEADS.

1. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall conform to Federal Specification. TT-B-1325D, Type I, gradation A or Federal Specification. TT-B-1325D, Type IV.

2. The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (± 10%) per 10 sq. ft. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
US Mesh	µm		

12	1700	0 - 2%	98 - 100%
14	1400	0 - 3.5%	96.5 - 100%
16	1180	2 - 25%	75 - 98%
18	1000	28 - 63%	37 - 72%
20	850	63 - 72%	28 - 37%
30	600	67 - 77%	23 - 33%
50	300	89 - 95%	5 - 11%
80	200	97 - 100%	0 - 3%

B. HEATING INDICATORS.

The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

C. PIGMENTS. Percent by weight.

1. WHITE. Titanium Dioxide, ASTM D 476, Type II shall be 10 percent minimum.
2. YELLOW AND COLORS. Titanium Dioxide, ASTM D 476, Type II shall be 1 percent minimum. Organic yellow, other colors, and tinting as required to meet color standard.

D. PROHIBITED MATERIALS. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

E. DAYLIGHT DIRECTIONAL REFLECTANCE.

1. WHITE. The daylight directional reflectance of the white paint shall not be less than 75 percent (relative to magnesium oxide), when tested in accordance with Federal Test Method Standard No. 141D/GEN, Method 6121.
2. YELLOW. The daylight directional reflectance of the yellow paint shall not be less than 45 percent (relative to magnesium oxide), when tested in accordance with Federal Test Method Standard No. 141D/GEN. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	0.462	0.470	0.479	0.501
y	0.438	0.455	0.428	0.452

- F. SKID RESISTANCE. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.
- G. THICKNESS. The material must be supplied at a nominal thickness of 65 mils (1.7mm).
- H. ENVIRONMENTAL RESISTANCE. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.
- I. RETROREFLECTIVITY. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.
- J. PACKAGING. A protective film around the box must be applied in order to protect the material from rain or premature aging.
- K. MANUFACTURING CONTROL AND ISO CERTIFICATION. The manufacturer must be ISO 9001:2000 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective markings.
1. The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, de-icers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.
  2. The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per FAA AC 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.
  3. Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 ft. long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.



4. The marking material must set up rapidly, permitting the access route to be re-opened to traffic a maximum of 15 minutes after application.
6. The marking material shall have an integral color throughout the thickness of the marking material.

620-2.5 BUY AMERICAN: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 5. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

### CONSTRUCTION METHODS

#### 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 reference to Epoxy paint type.

#### 620-3.7 PAVEMENT MARKING REMOVAL

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

ADD: Shot blasting will not be allowed.

ADD: The Contractor will be allowed to remove the pavement markings on Runway 18/36 by grinding the pavement surface. Marking removal shall be completely obliterated in these areas. Grinding may be used at other locations provided that there is minimal damage to the surface at those locations.

ADD: Removal of the preformed thermoplastic pavement markings may require additional effort to completely remove from the pavement surface. Methods used by the contractor to remove the marking shall not damage the existing pavement surface. If removal methods are shown to damage the existing surface, the Contractor shall stop removal operations and continue with a different method that does not damage the pavement surface.

#### 620-3.9 APPLICATION - PREFORMED AIRPORT PAVEMENT MARKINGS.

- A. ASPHALT AND PORTLAND CEMENT. To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no

less than 16 feet (4.88 m) and a free span between supporting wheels of no less than 18 feet (5.49 m). The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inch (5.08 cm) wide linear segments in the direction of heater travel must be within 5 percent of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F (2°C) without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-VOC sealer with a maximum applied viscosity of 250 centiPoise (ASTM D 2393) must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.

620-3.10      PROTECTION AND CLEANUP.

After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1      ADD: No distinction will be made between colors 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 Engineer. Measurement shall not be made separately for each paint application.

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

The quantity of preformed thermoplastic pavement markings to be paid for shall be the number of square feet of markings performed in accordance with the specifications and accepted by the Engineer.

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 30-18, 40-01, 40-03 and 40-10 of the Standard and Special Provisions, the pay item shall not be included on the CPP until such submittals have been furnished.

Payment shall be made at the contract unit price per square foot for preformed thermoplastic pavement markings. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

620-5.2      Payment shall be made at the contract unit price per square foot for pavement removal and preformed thermoplastic pavement marking removal. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item AR620520 – Pavement Marking - Waterborne – per square foot

Item AR620525 – Pavement Marking – Black Border – per square foot

Item AR620555 – Preformed Thermoplastic – per square foot

Item AR620900 – Pavement Marking Removal – per square foot

Item AR620910 – Preformed Thermoplastic Removal – per square foot

Item AS620510 – Pavement Marking – per square foot (Additive Alternate)

**ITEM 625 – TAR EMULSION PROTECTIVE SEAL COAT**

DESCRIPTION

625-1.1 ADD: This item shall consist of placing a seal coat on existing pavement along Taxiway C in the bituminous areas not to be widened as detailed in the plans.

CONSTRUCTION METHODS

625-3.4 ADD to the Second Paragraph: Pavement marking to be removed shall be paid for under item AR620900 and AR620910. Pavement marking shall be removed prior to application of seal coat.

BASIS OF PAYMENT

ADD: Payment will be made under:

Item AR625511 – Seal Coat – per square yard.

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**ITEM 800330 – PERMANENT BARRICADES**

DESCRIPTION

800-1.1 This item shall consist of supplying low profile barricades for the permanent incorporation into the pavement closures associated with the Runway 18/36 and associated Taxiway B1 and B2 closures.

MATERIALS

800-2.1 LOW PROFILE BARRICADES

Low profile barricades shall be a minimum of 8' long and meet or exceed all standards under FAA Advisory Circular 150/5370-2F. Coloring shall be safety orange and white reflective tape. Barricades shall be weighted by filling with sand inside the barricade cavity.

800-2.2 RED LED SOLAR FLASHERS

Barricades shall be equipped with 2 red LED flashing lights secured permanently to the barricade frame. Batteries shall be capable of lasting 6 days without charging once fully charged. Output of 3 to 5 candela in steady burn mode and 2.5 to 7 candela in flashing mode.

CONSTRUCTION METHODS

800-3.1 INSTALLATION

Barricades shall be placed at the locations indicated in the plans. They shall be secured in place by filling with sand or other securement methods approved by the Airport.

METHOD OF MEASUREMENT

800-4.1 The number of barricades shall be counted and measured by the unit.

BASIS OF PAYMENT

800-5.1 The accepted number of permanent barricades will be paid for at the contract unit price per each, complete and in place. This price shall be full compensation for furnishing barricades, red LED lights and placing of the materials; and for all labor equipment, tools and incidentals necessary to complete the installation.

Payment will be made under:

Item AR800330 – Permanent Barricades – per each.

**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.

Payment will be made under:

Item AR910200 - Roadway Sign – per each.

Item AR910915 - Remove Roadway Sign – per each.

**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 IV. Concrete pipe will be installed as a new pipe at the locations shown in the plans.

MATERIALS

ADD:

701-2.10    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 Resident Engineer.

CONSTRUCTION METHODS

701-3.2      CRADLE

DELETE: This section and replace with the following.

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

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

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

701-3.5 ADD: Payment will be made under:

Item AR701512 – 12” RCP, Class IV – per linear foot.

Item AR701521 – 21” RCP, Class IV – per linear foot.

Item AR701900 – Remove Pipe – per linear foot.

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**ITEM 705 – PIPE UNDERDRAINS FOR AIRPORTS**

DESCRIPTION

705-1.1 ADD: This item shall consist of installing underdrain pipe along the edge of the realigned and widen pavement structure. Perforated underdrain with sock shall be placed along the edge of the pavement as shown in the plans. Non perforated pipe shall be placed in areas where the underdrain system connects to the existing drainage structure.

MATERIALS

705-2.5 POROUS BACKFILL

DELETE:

References to IDOT CA-16.

ADD:

Porous backfill material shall conform to the requirements of IDOT FA-1 or FA-2, Class A Quality.

705-2.15 BUY AMERICAN CERTIFICATIONS AND WAIVERS

All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 5. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

CONSTRUCTION METHODS

705-3.6 BACKFILLING

ADD:

The Contractor may also compact backfill by waterflooding. Waterflooding shall be done by introducing water through holes jetted into the backfill to a point approximately two feet above the top of the pipe. The holes shall be spaced no farther than six feet apart. The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. Water shall be injected as long as it will be absorbed by the backfill material. Injection shall continue until compaction is completed to the satisfaction of the Engineer.

Costs associated with backfilling and compaction of bedding and porous backfill shall be considered incidental to the cost of the underdrain.

BASIS OF PAYMENT

705-5.1 Payment will be made under:

Item AR705524 – 4" Perforated Underdrain w/ Sock – per linear foot.

**SPECIAL PROVISIONS  
U OF I WILLARD AIRPORT  
SAVOY, ILLINOIS**

**AIP PROJ: 3-17-0016-XX  
ILLINOIS PROJECT: CMI-4347  
REALIGN AND WIDEN TAXIWAY C  
REHABILITATE T-HANGAR TAXILANES**

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Item AR705544 – 4” Non Perforated Underdrain – per linear foot

Item AR705635 – Underdrain Collection Structure – per each.

Item AR705640 – Underdrain Cleanout – per each.

Item AR705904 – Remove Underdrain Cleanout – per each.

**ITEM 751 – MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES**

DESCRIPTION

751-1.1 ADD: This item of work shall include the following:

Installation of:

- IDOT Standard Inlets
- Inlet Specials Installed Around Existing Storm Sewer
- Removal of Inlets

MATERIALS

751-2.9 PRECAST DRAINAGE STRUCTURES

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

CONSTRUCTION METHODS

751-3.9 BACKFILLING

DELETE: 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.

ADD:

751-3.11 REMOVE INLET

During the removal of inlet(s) it may be necessary to remove and replace a portion of existing pipe(s) that is not specifically called out in the plans. The pipe(s) that are removed shall be replaced to the existing size and grade. Any portions of pipe needed to be removed shall be considered incidental to the remove inlet pay item.

751-3.12 INSTALLATION ON EXISTING STRUCTURES

Contractor shall remove existing inlet structures and pipe necessary to install the new drainage structure in place. The removal of existing pipe needed to make the connection to the existing pipe shall be incidental to the installation of the drainage structure. Pipe that become damaged or unusable during the removal process shall be replaced. The cost for additional pipe shall be incidental to the drainage structure installation.

METHOD OF MEASUREMENT

ADD:

751-4.2 The number of Inlets Modified shall be counted and measured by unit.

BASIS OF PAYMENT

ADD:

Payment will be made under:

Item AR751410 – Inlet – per each.

Item AR751415 – Inlet Special – per each.

Item AR751550 – Manhole 5' – per each.

Item AR751900 – Remove Inlet – per each.

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

DESCRIPTION

752-1.1      ADD: This item shall consist of installing concrete flared end section for the pipe under Taxiway C.

BASIS OF PAYMENT

752-5.1

ADD:

Payment will be made under:

Item AR752421 – Precast Reinforced Conc. FES 21” – per each.

**DIVISION V – TURFING**

**ITEM 901 – SEEDING**

DESCRIPTION

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

MATERIALS

901-2.2      LIME

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

901-2.3      FERTILIZER

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

CONSTRUCTION METHODS

901-3.2      DRY APPLICATION METHOD

DELETE: Paragraph (c), Seeding.

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

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

901-3.3      WET APPLICATION METHOD

DELETE: This section.

BASIS OF PAYMENT

901-5.1      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 60-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR901510 – Seeding – per acre.



**ITEM 904 – SODDING**

DESCRIPTION

904-1.1      ADD: This item shall consist of installing a 4' width of sod along the new edges of pavement of Taxiway C realignment and widening.

MATERIALS

904-2.2      LIME

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

904-2.3      FERTILIZER

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

CONSTRUCTION METHODS

904-3.1      DELETE: First paragraph.

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

904-3.2      PREPARING THE GROUND SURFACE

ADD: The areas to be sodded shall be stripped of vegetation, in accordance with Item 152, thoroughly disked or scarified to a 3" minimum depth, and brought to grade with topsoil as described in Item 152 – Excavation and Embankment. Topsoiling shall be considered incidental to the unclassified excavation pay item and will not be measured separately for payment.

904-3.5      LAYING SOD

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

904-3.6      WATERING

Sod shall be kept moist until it has become established and its continued growth assured. Watering shall be provided by the Contractor as necessary to promote establishment, at no additional cost to the contract.

BASIS OF PAYMENT

Payment will be made under:

Item AR904510 - Sodding – per square yard.

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**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 cabling, storage, staging and access) shall be incidental to the project.

This item shall consist of furnishing and installing a 4' width of knitted straw mat to be placed outside of the sod that has been placed along the edge of pavement.

MATERIALS

ADD

908-2.3 KNITTED STRAW MAT

Straw mat shall meet the requirements of IDOT specification 1081.10 (b).

908-2.4 BUY AMERICAN: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 5. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

BASIS OF PAYMENT

908-5.2 ADD: Payment will be made at the contract unit price per square yard for knitted straw mat at locations shown on the plans. This price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item AR908510 – Mulching – per acre.

Item AR908525 – Knitted Straw Mat – per square yard.

**DIVISION VI – LIGHTING INSTALLATION**

**ITEM 108 – INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS**

DESCRIPTION

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

- Installation of 1/C #8 5KV UG Cable in Unit Duct for Taxiway Bravo and Charlie circuits
- Installation of 2/C #8 5KV UG Cable in Unit Duct for Runway and Taxiway home run circuits
- Installation of 2 - #1, 600V, Type USE, 1 #6 Ground in 1-1/2" Unit Duct for REIL Cable
- Installation of 2 - #4, 600V, Type USE, 1 #8 Ground in 1" Unit Duct for RGL Cable

All installations shall be the locations shown on the plans and in accordance with these specifications. In areas where there is a congestion of buried cable, the Contractor shall be required to trench the proposed cable into place. When crossing existing circuits or as requested by the Engineer, the Contractor will be required to hand dig the trenches for the proposed cable. In all other areas the Contractor has the option of either to plow or trench the proposed cable in the unit duct into place.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL

ADD:

- F. Shop drawings for all components of this section shall be submitted an approved prior to ordering materials to be used in construction.

108-2.2 CABLE

ADD:

- A. RHW-2 / USE-2 WIRE. Cable shall be 600 Volt rated, sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 44 (for Type RHW-2) and U.L. 854 (for Type USE-2) and shall pass the IEEE 383, 70,000 BTU/hr and VW-1 Flame Tests. Cable insulation shall be abrasion, moisture, heat and sunlight resistant black cross-linked polyethylene (XLP). Cables shall be rated for use at 90°C in both wet and dry locations and be suitable for use in conduit, underground service entrance cable and direct burial applications.
- B. THHN/THWN. Cable shall be 600 Volt rated, sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 83. Cables shall be rated 90°C in dry locations 75°C in wet locations.

108-2.4 CABLE CONNECTIONS

DELETE: Paragraphs (b), and (e).

ADD: Only L-823 connectors shall be used for all L-824 cable airfield lighting circuit

connections.

All ground wire splice connections below grade and ground wire connections to copperclad ground rod shall be of exothermic welded type connection, Caldwell, or equal.

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

In line connections for existing cables to be spliced or those which are cut during construction shall be repaired with the cast splice kit. The Contractor shall have a minimum of two (2) splice kits on the jobsite at all times for emergency repairs.

108-2.13      UNIT DUCT.

ADD:

Unit duct for PAPI Homerun cable shall be a minimum 2", allowing for cables to be in a single common duct.

ADD:

108-2.14      BUY AMERICAN: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 5. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

CONSTRUCTION METHODS

108-3.1      GENERAL

DELETE: Entire Section.

ADD: All lighting circuits are considered critical. It is, therefore, imperative that the Contractor carefully review the plans showing electrical layout.

If the Contractor desires to lay cable on a line other than that shown on the plans, he shall obtain the approval of the Engineer before doing so, and any additional cable required to do so will not be paid for unless being completely necessary to make a more proper connection or more convenient location.

The location of existing cables are taken from available record maps and it will be necessary for the Contractor to make field investigations to determine the exact locations of underground cable and conduits at critical points. ANY EXISTING CABLES CUT AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED IN ACCORDANCE WITH PARAGRAPH 108-2.4. COST TO BE BORNE BY THE CONTRACTOR.

At locations at which the Contractor utilizes the existing duct for a particular new circuit, the Contractor shall first remove the associated existing circuit conductors. The removed conductors shall be turned over to the airport at a site on airport property designated by the Resident Engineer. At all other locations the conductors shall be abandoned in place.

108-3.2      INSTALLATION IN DUCT OR CONDUIT

ADD: The following to this section:

The cable in unit-duct shall be delivered to the jobsite pre-assembled on reels.

108-3.3      TRENCHING

CHANGE:      18" to 24" in the last sentence of the second paragraph.

Trenching shall be at no additional cost to the Contract.

108-3.10     LOCATING OF EXISTING CABLES

ADD:

The existing FAA and airfield lighting circuit cables within the limits of this project are critical to air navigation and cannot be shut down. It is imperative that the Contractor exercise extreme caution when excavating to expose and encase these cables.

After the FAA locates the alignment of the existing FAA buried cable within the project limits, but prior to any work on this contract, the Contractor shall expose the cables at critical locations.

Hand excavation of the existing cables is required. As a minimum the Contractor shall pothole the cables in the ditch lines, but in a sufficient amount of other locations to accurately define the alignment and vertical profile of the cable.

This work shall be considered incidental to the contract and no additional compensation shall be allowed.

108-3.11     TERMINATIONS AND CONNECTIONS

ADD:

Contractor shall ensure that adequate cable is available prior to install to avoid short cable runs.

METHOD OF MEASUREMENT

108-4.3      ADD: Unit duct that is used for splices shall be considered incidental to the work and shall not be measured for payment.

BASIS OF PAYMENT

108-5.1      Payment will be made under:

Item AR108065 – RGL Cable – per lineal foot

Item AR108066 – REIL Cable – per lineal foot

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

Item AR108258 – 2 1/C #8 5KV UG Cable in UD – per lineal foot

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**ITEM 109 – INSTALLATION OF AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT**

DESCRIPTION

109-1.1 DELETE:  
This Section

ADD:

This work shall include, but not be limited to, the following:

1. Modifications to the L-890 ALCMS Control Logic and Touch Screen as shown on the Plans, as specified herein, and as needed for a complete and operational modified ALCMS. Work shall include, but not be limited to, the following:
  - A. Remove Runway 18/36 and connecting Taxiways from the Graphic Display.
  - B. Remove the “END 18” and “END 36” Runway Selector buttons from the Graphic Display.
  - C. Remove Runway 18/36 and Brightness selection buttons from the Drop Down Graphic Display.
  - D. Remove the “PAPI 18” and “VASI 36” selection buttons from the Drop Down Graphic Display.
  - E. Revise the Taxiway C alignment at the end of Runway 14L as shown on the Plans.
  - F. Consolidate the “MENU”, “RUNWAY SELECTOR” and Drop Down Display buttons as needed to provide room for the Revised Taxiway C alignment.
  - G. Modify the ALCMS PLC Control Logic to bypass or remove the logic that controlled Taxiway C and its display in the Touchscreen Airfield graphic display.
2. Modifications to the Runway 18/36 Regulator as shown on the Plans and as specified herein. Work shall include, but not be limited to, the following:
  - A. Disconnect Taxiway C Series Circuit homerun cables and remove exposed cables.
  - B. Replace existing TXY C Legend Plate from regulator and replace with an engraved nameplate of same style and construction, reading “SPARE #7”.
  - C. Turn Off TXY C feeder circuit breaker in Distribution Panel #1, Section #1 and install Lockout Tag on circuit breaker.
  - D. Replace existing TXY C Legend Plate and replace with an engraved nameplate of same style and construction, reading “SPARE #7”.
  - E. Existing power and control wiring shall remain.



EQUIPMENT AND MATERIALS

109-2.2 through 109-2.21

DELETE  
These Sections

CONSTRUCTION METHODS

109-3.1 through 109-3.18

DELETE  
These Sections

ADD

109-3.1

Modifications to the existing L-890 ALCMS shall be performed by the original installer of the L-890 ALCMS, Liberty Airport Systems (Contact: Ian Mackenzie, Tel.: 905-631-1597, Ext. 225).

Work to be performed shall be as detailed and described on the Plans. The existing wiring from the ALCMS to the "Spare #7" regulator shall remain in place, but "deactivated". For safety reasons, after modifications to the ALCMS, at no time during subsequent operation of the ALCMS shall voltage be applied to this control wiring. The existing PLC control logic for the old Runway 18/36 shall be disabled or bypassed.

METHOD OF MEASUREMENT

109-4.1 through 109-4.3

DELETE  
These Sections

ADD

109-4.1

The quantity of Vault Modifications to be paid for under this item shall consist of:

1. The disconnection of the Runway 18/36 regulator and relabeling as "Spare #7", as detailed on the Plans and specified herein, including all equipment, material and labor for a completed and accepted unit.
2. The modification of the L-890 ALCMS, as detailed on the Plans and specified herein, including all equipment, material and labor for a completed and accepted unit. This shall include any field trips to the Airport required by Liberty Airport Systems personnel, including all transportation, lodging and meal expenses.

BASIS OF PAYMENT

109-5.1

Payment will be made at the contract lumps sum price for Vault Modifications. This price shall be full compensation for furnishing all material, labor, tools, installation, expenses and incidentals necessary for a completed and accepted Vault Modifications.

Payment will be made under:

Item AR109210 - Vault Modifications – per lump sum

**ITEM 110 - INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT**

DESCRIPTION

110-1.1      ADD: This item of work shall include the following:

MATERIALS

110-2.2      DELETE: This Section.

110-2.3      PLASTIC CONDUIT

ADD: Conduits for concrete encased ducts shall be 4" inside diameter, PVC, Schedule 40 unless otherwise noted on the plans.

ADD: Conduits for Directional Bore ducts shall be as follows:

ETL listed HDPE High Density Polyethylene (HDPE) conduit compliant with the NEC Articles 300 and 353, and listed to UL 651 A & B. Installation shall be by plowing, open/continuous trench, directional boring or pulled through existing conduit. HDPE conduit shall conform to NEMA TC-7 Smoothwall Coilable PE Electrical Plastic Conduit.

HDPE duct shall be an extruded coilable tubing for use as a single or multiple raceway, direct buried, encased in concrete, directional bored and used as inner ducts. Inner ducts are used primarily to provide multiple raceways within an existing conduit system.

Unless noted otherwise, conduits for Directional Bore shall be 4" Schedule 40.

ADD:

110-2.9      BUY AMERICAN: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 5. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

CONSTRUCTION METHODS

110-3.2      DUCTS ENCASED IN CONCRETE

ADD:

a. 4-Way Concrete Encased Duct shall consist of four-four 4" PVC conduits.

110-3.4      DUCT MARKERS

DELETE: This section.

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

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

110-3.5      BACKFILLING

ADD: Backfill for duct banks under proposed pavements shall be as shown in the plans. Backfill under the detailed pavements shall be paid for under the specified removal and replacement items.

110-3.8      UNDERGROUND DUCT INSTALLATION BY HORIZONTAL DIRECTIONAL DRILLING

ADD:

A. The Contractor shall dewater the entrance and exit pits as necessary and install the underground ducts in a manner that will not damage existing underground utilities or pavements above the duct. The top of the ducts shall be a minimum of 60 inches below the existing surface.

B. Curvature must be minimized at entrance and exit pits to keep axial strain within the limits of the conduit, including joints. Minimum bending radii of 150 times nominal diameter for HDPE conduit and 65 feet for Schedule 40 PVC conduit shall not be exceeded.

C. A break-away link, rated within the tensile load limit of the conduit, shall be installed between the swivel and the conduit when pulling in.

D. Pulling heads should be designed so that pull back force is uniformly transmitted to the conduit and surface stress concentrations are minimized. Seal conduit ends before pulling back to prevent slurry from entering conduit.

E. Allow approximately 4 percent extra length to insure the pull-nose remains extended beyond the bore hole exit after axial strain recovery.

F. Inspect the conduit at the bore hole exit for damage, such as roughness, deep scratches or necking. Notify the Resident Engineer when the inspection will be possible so he can observe the condition of the conduit and make a judgment decision as to whether the installation is acceptable.

The Contractor shall prepare, post and be sure his employees are aware of site safety procedures to be followed during the horizontal directional drilling operation. Emergency procedures, to be followed in the event an existing utility is struck, shall be thoroughly understood by employees and implemented if necessary to reduce the likelihood of injury. Emergency procedures for inadvertently boring into existing buried utilities shall comply with applicable regulations.

METHOD OF MEASUREMENT

110-4.1 throughout 110-4.2

DELETE: These Sections.

ADD:

110-4.1 The quantity of concrete encased duct to be paid for shall be the number of lineal feet installed, measured in place, completed and accepted. No separate measurements will be made for individual ducts in a multi-way duct system.

110-4.2 The quantity of directional bore to be paid for shall be the number of lineal feet installed, measured in place, completed and accepted.

BASIS OF PAYMENT

110-5.1 REVISE the second sentence of the first paragraph to read "This price shall be full compensation for furnishing all materials including duct markers and for all..."

Payment will be made under:

Item AR110014 – 4" Directional Bore– per linear foot.

Item AR110550 – Split Duct – per linear foot

Item AR110554 – Extend 4-Way Duct– per linear foot.

Item AR110900 – Remove Duct

Item AR110903 – Remove Cable Marker

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

DESCRIPTION

125-1.1

ADD: Airfield lighting improvements shall include:

- Installation of Taxiway Guidance Signage
- Installation of Taxiway LED Lights along Taxiway C
- Replacement of incandescent Taxiway C1 lights with LED lights
- Installation of new and relocation of existing Runway Guard Lights along Taxiway C
- Replacing the sign face of Taxiway Guidance Signs

EQUIPMENT AND MATERIALS

125-2.11

AIRFIELD SIGNS

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

The signs to be installed on shall be Size 2, Style 2, Class 2 with the information on the signs to be as shown in the plans.

ADD:

125-2.14

BUY AMERICAN: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 3. Contractor shall provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

125-2.15

RUNWAY GUARD LIGHTS

- A. The Runway Guard Lights shall be Mode 2 Voltage Driven (240V) L-804 with photocell, not monitored, 100W/6.6A incandescent lamps, traffic signal yellow, conforming to the requirements of AC 150/5345-46 and be ETL Certified. Runway Guard Lights shall include mounting hardware for mounting on a L-867 light can including frangible coupling and base plate; foundations light cans, rigid steel conduit and ground rods as detailed or as required by manufacturer.
- B. The following work shall be considered incidental to Runway Guard Light installation:
- L-867B Light Can.
  - Two 1/C #12, 600V, Type USE, One #12 Ground in Unit Duct at each pair of Runway Guard Lights, from one Runway Guard Light to Runway Guard Light on opposite side of Taxiway.
  - 3/4" x 10' copper clad ground rod and ground wire
- C. Relocation of the existing RGLs shall consist of the removal of the existing hardware, removal of the existing foundation and constructing a new foundation per the new RGL detail.

125-4.1

ADD:

- A. Splice Can installation shall be measured by the unit completed in accordance with the plans and the provisions of this item and accepted by the engineer.
- B. Runway Guard Light installation/relocation shall be measured by the unit completed in accordance with the plans and the provisions of this item and accepted by the engineer.

BASIS OF PAYMENT

125-5.1

ADD:

- A. The accepted quantities of splice cans will be paid for at the contract unit price per each complete and in place.
- B. These prices shall be full compensation for furnishing all materials and for all preparation, removals, modifications, assembly, and installation of these materials, coordination with the manufacturers and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR125415 – MITL-Base Mounted – per each.

Item AR125443 – Taxi Guidance Sign, 3 Character – per each.

Item AR125444 – Taxi Guidance Sign, 4 Character – per each.

Item AR125445 – Taxi Guidance Sign, 5 Character – per each.

Item AR125409 – Taxi Guidance Sign, 9 Character – per each.

Item AR125565 – Splice Can – per each.

Item AR125740 – Runway Guard Light – per each.

Item AR125901 – Remove Stake Mounted Light – per each.

Item AR125902 – Remove Base Mounted Light – per each.

Item AR125904 – Remove Taxiway Guidance Sign – per each.

Item AR125921 – Replace Stake Mounted Light – per each.

Item AR125922 – Replace Base Mounted Light – per each.

Item AR125961 – Relocate Base Mounted Light – per each.

Item AR125975 – Relocate Runway Guard Light – per each.

Item AR800242 – Replace Sign Face – per each.

**SPECIAL PROVISIONS  
U OF I WILLARD AIRPORT  
SAVOY, ILLINOIS**

**AIP PROJ: 3-17-0016-XX  
ILLINOIS PROJECT: CMI-4347  
REALIGN AND WIDEN TAXIWAY C  
REHABILITATE T-HANGAR TAXILANES**

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**APPENDIX 1**  
Requirements for Laboratory, Testing, Quality Control,  
And paving of Superpave Bituminous Concrete Mixtures for Airports  
-Policy Memorandum 2003-1  
17 Pages

State of Illinois Department of  
Transportation Division of  
Aeronautics

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**POLICY MEMORANDUM**

June 12, 2014

Springfield, Illinois

Number 2003-1

TO: CONTRACTORS

SUBJECT: REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL, AND PAVING OF  
SUPERPAVE HMA CONCRETE MIXTURES FOR AIRPORTS

I. SCOPE

The purpose of this policy memorandum is to define to the Contractor the requirements concerning the laboratory, testing, Quality Control, and paving of HMA mixtures utilizing Superpave technology. References are made to the most recent issue of the Standard Specifications for Construction of Airports (Standard Specifications) and to American Society for Testing and Materials (ASTM) testing methods. The Quality Assurance and acceptance responsibilities of the Resident Engineer are described in Policy Memorandum 2003-1.

II. LABORATORY

The Contractor shall provide a laboratory located at the plant and approved by the Illinois Division of Aeronautics (IDA). The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's Quality Control testing as well as the Resident Engineer's acceptance testing as described in Policy Memorandum 2003-1.

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

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

ASTM D 70	Test Method for Specific Gravity and Density of Semi-Solid Materials
ASTM C 117	Test Method for Materials Finer than 75 µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregate
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
AASHTO T 308-09 (Illinois Modified)	Ignition Method for Determining Asphalt Content
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures using Saturated Surface Dry Specimens

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

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

### III. MIX DESIGN SUBMITTAL

Based upon data and test results submitted by the Contractor, the Illinois Division of Aeronautics Engineer of Construction & Materials shall issue the final Job Mix Formula (JMF) approval letter that concurs or rejects the Contractor's proposed JMF. The Contractor will be required to perform the sampling and laboratory testing and develop a complete mix design, according to the following guidelines: Mix design submittals should be sent to IDA, Construction/Material Section, Attn: Certification and Mixtures Engineer. Note: Quality Control (QC) Managers shall be Level III QC/QA qualified and will be responsible for all mix designs. All Technicians obtaining samples and performing gradations shall have successfully completed the IDOT Mixture Aggregate Technician Course and Technicians performing mix design testing and plant sampling/testing shall have successfully completed the IDOT Bituminous Concrete Level 1 Technician Course under the Illinois Department of Transportation, Bureau of Materials & Physical Research QC/QA Training Program.

#### A. Preliminary Mix Design Submittal

Top half of the IDOT Mix Design Software Cover Sheet (QC/QA Package) should be completed for the aggregate mix design parameters and should include the following:

1. Producer name, Producer # and Producer location of each aggregate (Producers are assigned Producer numbers by IDOT Central Bureau of Materials)
2. Material code for each aggregate
3. Aggregate Gradations per ASTM C-136 (The Contractor shall obtain representative samples of each aggregate)
4. Material code for each aggregate (i.e. 022CM11, etc.)
5. Proposed Aggregate Blend (% for each aggregate) Note: Based on the gradation results, the Contractor shall select the blend percentages that comply with the Standard Specifications, Section 401/403 – 3.2 JOB MIX FORMULA, Table 2. (Appendix A)
6. Producer name, Producer #, and specific gravity of the proposed asphalt cement

7. IDOT approved PG Binder 64-22 shall be used unless otherwise specified by the IDA Engineer of Construction & Materials.

## B. Mixture Design & Testing

### Design Parameters

Gyrations ( $N_{des}$ ) – per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 1  
Asphalt Content – AC% per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 2  
Maximum Specific Gravity –  $G_{mm}$  (ASTM D 2041)  
Bulk Specific Gravity –  $G_{mb}$  (ASTM D 2726)  
% air voids –  $V_a$  (ASTM D3203) per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 2  
VFA % – per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 1

### Mixture Tests

After verification and approval by IDA of the proposed design information from step A., the Contractor shall perform mixture tests on 4 gyratory brix (4 point mix design) to determine the optimum AC content for the target Air Voids.

## C. Mix Design Submittal

The Preliminary JMF including all test results shall be reported to IDA, Construction/Material Section, Attn: Certification and Mixtures with the following data:

- a) Aggregate & asphalt cement material codes
- b) Aggregate & asphalt cement producer numbers, names, and locations
- c) Percentage of each individual aggregate
- d) Aggregate blend % for each sieve
- e) AC Specific Gravity
- f) Bulk Specific Gravity and Absorption for each aggregate
- g) Summary of Superpave Design Data: AC % Mix,  $G_{mb}$ ,  $G_{mm}$ , VMA, Voids (Total Mix), Voids Filled,  $V_{be}$ ,  $P_{be}$ ,  $P_{ba}$ ,  $G_{se}$
- h) Optimum design data listing: AC % Mix,  $G_{mb}$ ,  $G_{mm}$ , VMA, Voids (Total Mix), Voids Filled,  $G_{se}$ ,  $G_{sb}$
- i) Percent of asphalt that any RAP will add to the mix
- j) Graphs for the following: gradation on 0.45 Power Curve, AC vs. Voids (Total Mix), AC vs. Specific Gravities, AC vs. Voids Filled, AC vs. VMA

## D. Mix Approval

Once the proposed JMF is reviewed and approved by IDA, a JMF approval letter will be issued to the contractor. Production of HMA is not authorized until a JMF letter has been issued. When a Test Section is specified as part of the contract, the proposed JMF shall be considered preliminary until it passes all Test Section requirements.

## E. Change in Material Sources

The above procedure, III. MIX DESIGN SUBMITTAL shall be repeated for each change in source or gradation of materials.

## IV. MIX PRODUCTION TESTING

The Quality Control of the manufacture and placement of HMA mixtures is the responsibility of the Contractor. The Contractor shall perform or have performed the inspection and tests required to

assure conformance to contract requirements. Quality Control includes the recognition of defects and their immediate correction. This may require increased testing, communication of test results to the plant or the job site, modification of operations, suspension of HMA production, rejection of material, or other actions as appropriate. The Resident Engineer shall be immediately notified of any failing tests and subsequent remedial action. Form AER M-14 shall be reported to IDA, Construction/Material Section, Attn: Certification and Mixtures Engineer and the Resident Engineer no later than the start of the next work day. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for Quality Control. This individual shall have successfully completed the IDOT Division of Highways HMA Concrete Level II Technician Course "HMA Proportioning and Mixture Evaluation." In addition to the QC Manager, the Contractor shall provide sufficient and qualified personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner.

- A. Gradations for Mixture Proportioning: Aggregate gradations for proportioning (ASTM C-136) are required at a minimum of one per week when mix is produced. Aggregate gradations can be either hot bin gradations for batch plants or stockpile gradations for drier drum plants. Hot bin gradations may be reported on either form AER 9 or on the Division of Highways QC/QA package "Grad 1" Tab in the Daily HMA Plant Reporting Module. Stockpile gradations shall be shown on form MI504QC from the "Print Out" Tab in the Aggregate Stockpile Module of The Division of Highways QC/QA Package.
- B. Production Mixture Testing: 1 per 1000 tons of the following (if total daily quantity is  $\leq$  200 tons (small quantity) then a mix sample is not required and this quantity may be added on to next day's total for testing. Two consecutive days without testing is not allowed.) : Reflux extraction (ASTM D2172) or Ignition oven test showing gradation and AC Content, Maximum Specific Gravity (ASTM D 2041), Bulk Specific Gravity (ASTM D 2726) and % Air Voids (ASTM D 3203). Calculations of the results (including weight data) shall be shown on the "Voids 1" and "IGN & NUC AC 1" tab printouts from the Division of Highways QC/QA Package Daily HMA Plant Reporting module.
- C. A certification from the quarry for the total quantity of aggregate listing the source, gradation type, and quality designation of aggregate shipped. The Aggregate Certification of Compliance (AER18) may be used by the contractor for this purpose.
- D. Original asphalt shipping tickets listing the source and type of asphalt shipped.
- E. Check sample tests at a rate of 1/5000 tons randomly selected by the R.E. shall be sent with an identification sheet to an independent laboratory designated by the Division of Aeronautics. If the project is  $<$  5000 tons, 1 sample selected randomly shall be sent.
- F. Bituminous Test Summary (AER 14) Note: The R.E. should make certain that the Contractor fills this form out daily (for mix production days) and distributes it daily to the Division of Aeronautics and R.E. The Contractor (QC Manager) is required to note any adjustments to the mix or to the plant (proportioning) in the "Remarks/Corrective Measures" section of the AER 14.

## V. QUALITY CONTROL

- A. Control Limits (Control Charts used for projects  $>$  4000 tons per bituminous concrete pay item)  
Target values shall be determined from the approved JMF. The target values shall be plotted on the control charts within the following control limits:

### Control Limits

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

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

B. Control Charts (Control Charts used for projects > 4000 tons per bituminous concrete pay item)

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

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

The following parameters shall be recorded on control charts:

1. Combined Gradation of Hot-Bin (Batch Plant) or Combined Belt Aggregate Samples (Drier Drum Plant) (% Passing 1/2 in., No. 4., No. 8, No. 30, and No. 200 Sieves)
2. Asphalt Content
3. Bulk Specific Gravity ( $G_{mb}$ )
4. Maximum Specific Gravity of Mixture ( $G_{mm}$ ) C.

#### Corrective Action for Required Plant Tests

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

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

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

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

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

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

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

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

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

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

3. Acceptance of Test Section. The Contractor may proceed with paving the day after the test section provided the following criteria have been met:
  - a. Four random locations (2 cores per location cut longitudinally and cored by the Contractor) will be selected by the Engineer within the test strip. All the cores must show a minimum of 94% density.
  - b. All Superpave and extraction test results from mix produced for the test section must be within the tolerances required by specification.
  - c. The Contractor shall correlate his nuclear gauge to the cores taken in the test section. Additional cores may be taken at the Contractor's expense for this purpose within the test section area, when approved by the Engineer.
  
4. Density Acceptance under Production Paving. The responsibility for obtaining the specified density lies with the Contractor. Therefore, it is important that the nuclear density gauge operator communicate with the roller operators to maintain the specified density requirements. The Contractor shall provide a qualified HMA Density Tester who has successfully completed the Department's "HMA Nuclear Density Testing Course" to run all required density tests on the job site. Density acceptance testing, unless otherwise specified, is described as follows:
  - a. The Contractor shall cut cores at random locations within 500 ton sublots as directed by the Resident Engineer.
  - b. The cores should be extracted so as not to damage them, since they are used to calculate the Contractor's pay.
  - c. The Engineer will run preliminary  $G_{mb}$  tests on the cores to give the Contractor an indication of how compaction is running for the next day's paving.
  - d. A running average of four (4) Maximum Theoretical Gravities ( $G_{mm}$ ) will be used for calculating percent compaction.
  - e. Final core density tests and pay calculations will be performed by the Resident Engineer and delivered to the Contractor.
  - f. Should the contractor wish to resample the pavement as a result of pay calculations resulting in less than 100% payment the request must be made within 48 hours of receipt of the original payment calculation.

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

Supersedes Policy Memorandum 2003-1 dated May 1, 2014



# APPENDIX A

**AGGREGATE BITUMINOUS BASE COURSE**

<b>Percentage by Weight Passing Sieves Job Mix Formula (JMF)</b>		
<b>Sieve Size</b>	<b>Gradation B Range 1" Maximum</b>	<b>Ideal Target</b>
1-1/4 in.	---	---
1 in.	100	100
3/4 in.	93 – 97	95
1/2 in.	75 – 79	77
3/8 in.	64 – 68	66
No. 4	45 – 51	48
No. 8	34 – 40	37
No. 16	27 – 33	30
No. 30	19 – 23	21
No. 100	6 – 10	8
No. 200	4 – 6	5
<b>Bitumen %:</b>		
<b>Stone</b>	<b>4.5 – 7.0</b>	<b>5.5</b>

**AGGREGATE BITUMINOUS SURFACE COURSE**

<b>Percentage by Weight Passing Sieves Job Mix Formula (JMF)</b>		
<b>Sieve Size</b>	<b>Gradation B Range <sup>3/4"</sup> Maximum</b>	<b>Ideal Target</b>
1 in.	100	---
3/4 in.	100	100
1/2 in.	99 - 100	100
3/8 in.	91 - 97	94
No. 4	56 – 62	59
No. 8	36 - 42	39
No. 16	27 - 32	30
No. 30	19 - 25	22
No. 100	7 – 9	8
No. 200	5 – 7	6
<b>Bitumen %:</b>		
<b>Stone</b>	<b>5.0 – 7.0</b>	<b>6.0</b>

**APPENDIX 2**

Item 610, Structural Portland Cement Concrete:  
Job Mix Formula Approval & Production Testing  
-Policy Memorandum 96-1  
2 Pages

State of Illinois  
Department of Transportation  
Division of Aeronautics

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**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 3**  
Requirements for Laboratory, Testing, Quality Control,  
And Paving of Bituminous Concrete Mixtures  
-Policy Memorandum 96-2  
17 Pages

State of Illinois Department of  
Transportation Division of  
Aeronautics

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**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 4**  
Pavement Marking Paint Acceptance  
-Policy Memorandum 97-2  
2 Pages

**APPENDIX 5**  
**Buy American Requirements**  
Chapter 501  
Buy American Preference  
Section 50101  
3 Pages

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**TITLE 49--TRANSPORTATION**

**SUBTITLE VII--AVIATION PROGRAMS**

**PART E--MISCELLANEOUS**

**CHAPTER 501--BUY-AMERICAN PREFERENCES**

Sec. 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.

(Pub. L. 103-272, Sec. 1(e), July 5, 1994, 108 Stat. 1298, Sec. 49101; renumbered Sec. 50101 and amended Pub. L. 104-287, Sec. 5(88)(D), (89), Oct. 11, 1996, 110 Stat. 3398.)

Historical and Revision Notes  
Pub. L. 103-272

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Revised Section	Source (U.S. Code)	Source (Statutes at Large)
49101(a).....	49 App.:2226a(a).	Nov. 5, 1990, Pub. L. 101-508, Sec. 9129, 104 Stat. 1388-371.
49101(b).....	49 App.:2226a(b).	
49101(c).....	49 App.:2226a(c).	

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In this chapter, the word ``goods'' is substituted for ``product'' and ``products'' for consistency.

In subsection (a), the words ``Notwithstanding any other provision of law'' are omitted as surplus. The words ``after November 5, 1990'' are omitted as obsolete.

In subsection (b), before clause (1), the words ``The Secretary may waive'' are substituted for ``shall not apply'' for consistency. In clause (2), the words ``steel and goods'' are substituted for ``materials and products'' for consistency. In clause (4), the word ``contract'' is omitted as surplus.

Pub. L. 104-287, Sec. 5(89)

This makes a clarifying amendment to 49:50101(a) and (b)(3), 50102, 50104(b)(1), and 50105, as redesignated by clause (88)(D) of this section, because 49:47106(d) was struck by section 108(1) of the Federal Aviation Administration Authorization Act of 1994 (Public Law 103-305, 108 Stat. 1573).

#### Amendments

1996--Pub. L. 104-287, Sec. 5(88)(D), renumbered section 49101 of this title as this section.

Subsecs. (a), (b)(3). Pub. L. 104-287, Sec. 5(89), substituted ``section 47127'' for ``sections 47106(d) and 47127''.

#### Use of Domestic Products

Pub. L. 103-305, title III, Sec. 305, Aug. 23, 1994, 108 Stat. 1592, provided that:

``(a) Prohibition Against Fraudulent Use of `Made in America' Labels.--(1) A person shall not intentionally affix a label bearing the inscription of `Made in America', or any inscription with that meaning, to any product sold in or shipped to the United States, if that product is not a domestic product.

``(2) A person who violates paragraph (1) shall not be eligible for any contract for a procurement carried out with amounts authorized under this title [enacting section 47509 of this title, amending sections 44505 and 48102 of this title, and enacting provisions set out as notes under this section and section 40101 of this title], including any subcontract under such a contract pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations, or any successor procedures thereto.

``(b) Compliance With Buy American Act.--(1) Except as provided in paragraph (2), the head of each office within the Federal Aviation Administration that conducts procurements shall ensure that such procurements are conducted in compliance with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a through 10c [41 U.S.C. 10a--10b-1]), popularly known as the `Buy American Act').

``(2) This subsection shall apply only to procurements made for

which--

``(A) amounts are authorized by this title to be made available;

and

``(B) solicitations for bids are issued after the date of the enactment of this Act [Aug. 23, 1994].

``(3) The Secretary, before January 1, 1995, shall report to the Congress on procurements covered under this subsection of products that are not domestic products.

``(c) Definitions.--For the purposes of this section, the term 'domestic product' means a product--

``(1) that is manufactured or produced in the United States; and

``(2) at least 50 percent of the cost of the articles, materials, or supplies of which are mined, produced, or manufactured in the United States.''

Similar provisions were contained in the following prior authorization act: Pub. L. 102-581, title III, Sec. 305, Oct. 31, 1992, 106 Stat. 4896.

#### Purchase of American Made Equipment and Products

Pub. L. 103-305, title III, Sec. 306, Aug. 23, 1994, 108 Stat. 1593, provided that:

``(a) Sense of Congress.--It is the sense of Congress that any recipient of a grant under this title [enacting section 47509 of this title, amending sections 44505 and 48102 of this title, and enacting provisions set out as notes under this section and section 40101 of this title], or under any amendment made by this title, should purchase, when available and cost-effective, American made equipment and products when expending grant monies.

``(b) Notice to Recipients of Assistance.--In allocating grants under this title, or under any amendment made by this title, the Secretary shall provide to each recipient a notice describing the statement made in subsection (a) by the Congress.''

**APPENDIX 6**  
Illinois Department of Transportation  
Storm Water Pollution Prevention Plan (SWPPP)  
6 Pages





**Storm Water Pollution Prevention Plan**

Route \_\_\_\_\_ Marked \_\_\_\_\_  
 Section Champaign – Willard Airport Project No. CMI-4347  
 County Champaign

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 University of Illinois and the Illinois Department of Transportation – Division of Aeronautics propose to realign Taxiway C from Taxiway C2 to Runway 14L/32R to make a 90 degree intersection with connecting Taxiway C near Runway 14L/32R and widen existing Taxiway C to 75’ from Runway 4/22 to Taxiway C2 at Willard Airport in Savoy, IL. The project includes removal and disposal of concrete and bituminous pavement, new bituminous pavement construction, pavement marking and other incidental work as shown in the plans.**

b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as  
**The improvements will consist of the following: Removing existing bituminous pavement and concrete pavement, constructing new bituminous pavement, remarking existing pavement markings, installing new lighting and underground utility and electric cabling. All disturbed areas will be turfed at the completion of the project.**

c. The total area of the construction site is estimated to be 14± acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities 10± acres.

- d. ~~The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.~~
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. ~~The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.~~

## 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

### a. Erosion and Sediment Controls

- (i) Stabilization Practices. Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.
  - (A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

1. **Temporary Stabilization - In areas of new soil embankments, existing vegetation and inlet protection will serve to intercept the waterborne silts and prevent it from entering the storm drain system or leaving the site.**
2. **Permanent Stabilization - All areas disturbed by construction operations will be stabilized with permanent seeding and mulching following final grading. Excelsior blanket will be placed in problem locations as needed. Sod will be placed along the airfield pavements to dissipate runoff velocity and stabilize shoulders. See plan sheets.**
  - **Sodding - Stabilization of fine-grained disturbed areas by laying a continuous cover of grass sod. The purposes of this practice are to prevent erosion and damage from sediment by stabilizing the soil surface and to improve the visual quality and utility of the area quickly.**

- (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.**

**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.

- (l) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices).

**The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**

- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls (use additional pages, as necessary):

**The existing storm water management system will continue to be utilized after construction.**

**c. Other Controls**

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- (iii) Prevent offsite tracking of sediments and generation of dust. Stabilized construction entrances or vehicle washing racks should be installed at locations where vehicles leave the site. Where dust may be a problem, implement dust control measures such as irrigation.

**d. Approved State or Local Plans**

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

**Not applicable.**

**3. Maintenance**

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

**During construction, the contractor shall:**

- **Clean up, stabilize and grade work area to eliminate concentration of runoff.**
- **Maintain or replace erosion control items as directed by the Resident Engineer.**

**All maintenance of erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 0.5 inches or greater rainfall, or an equivalent snowfall.**

**Contractor shall follow inspection procedures as described in the Inspections section below. The contractor's responsibility shall end *after* final acceptance of the project.**

#### 4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

#### 5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

**Not applicable.**



**Contractor Certification Statement**

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information: Reconstruct and Expand the Southeast Ramp

Route \_\_\_\_\_ Marked \_\_\_\_\_  
Section Champaign – Willard Airport Project No. CMI-4347  
County Champaign

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