

RETURN WITH BID

State of _____)
) ss.
County of _____)

AFFIDAVIT

_____ (name of affiant), of _____,
_____, being first duly sworn upon oath, states as follows:

1. That I am the _____ (officer or position) of
_____ (bidder) and have personal knowledge of the facts herein stated.
2. That, if selected under this proposal, _____ (bidder) will maintain a business office in the State of Illinois which will be located in _____ County, Illinois.
3. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
4. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature

Print Name of Affiant

This instrument was acknowledged before me on the _____ day of _____,
20___ by _____.

Notary Public

(SEAL)

INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID?

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

REQUESTS FOR AUTHORIZATION TO BID

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

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

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your bid. This page has the Item number in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages 31-40). This documentation is required only after you are awarded the contract.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit 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.

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

- Illinois Office Affidavit** (Not applicable to federally funded projects) Insert your affidavit after page 4 (if applicable).
- Cover page** (the sheet that has the item number on it) **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.
- Page 4 (Item 10)** - Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount (if over \$50,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
- 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 Union Local Name and number or certified training programs that you have in place. **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 L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- 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 - Submit your bid bond using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

Disadvantaged Business Utilization Plan and/or Good Faith Effort - The last item in your bid should be the DBE Utilization Plan (SBE 2026), 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.

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

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

QUESTIONS: pre-letting up to execution of the contract

Contractor/Subcontractor pre-qualification -----217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) -----217-785-4611
Contracts, Bids, Letting process or Internet downloads -----217-785-7806
Estimates Unit -----217-785-3483
Aeronautics -----217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources) -----217-782-6302

QUESTIONS: following contract execution

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

2A

RETURN WITH BID

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

Letting June 14, 2013

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. UN052
University of Illinois - Willard Airport
Savoy, Illinois
Champaign County
Illinois Project No. CMI-4269
SBG Project No. N/A**

THIS PROJECT IS NOT A FEDERAL AID PROJECT.

For engineering information, contact Kristy Brod, P.E. of Crawford, Murphy & Tilly, Inc. at (217) 572-1126.

The Division of Aeronautics does not offer any material cost adjustment provisions.

PLEASE MARK THE APPROPRIATE BOX BELOW:

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



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. UN052
University of Illinois - Willard Airport
Savoy, Illinois
Champaign County
Illinois Project No. CMI-4269
SBG Project No. N/A

Relocate Entrance Roadways and Rehabilitate Old Terminal Parking Lot

- 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.
- COMPLETION TIME/LIQUIDATED DAMAGES.** It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within Base Bid: 55 calendar days; Additive Alternate 1: 22 additional calendar days; Additive Alternate 2: 13 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 below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

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

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

RETURN WITH BID

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

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

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

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

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

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

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

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

- 9. AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (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.

- 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)

- 11. EXECUTION OF CONTRACT.** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (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 the performance or payment there under except as otherwise permitted in the Code.

STATE JOB # - - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - UN052

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 05/17/13
 RUN TIME - 183108

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
CHAMPAIGN	019	05	U OF I - WILLARD	- - -	CM-I -4269

***** BASE *****

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108506	2/C #6 600 V UG CABLE	L.F.	2,560.000	X	=		
AR108756	1/C #6 GROUND	L.F.	2,560.000	X	=		
AR110000	DIRECTIONAL BORE	L.F.	60.000	X	=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000	X	=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	550.000	X	=		
AR156510	SILT FENCE	L.F.	1,515.000	X	=		
AR156520	INLET PROTECTION	EACH	3.000	X	=		
AR201663	SAND MIX CRACK REPAIR	L.F.	475.000	X	=		
AR209608	CRUSHED AGG. BASE COURSE - 8"	S.Y.	2,895.000	X	=		
AR401610	BITUMINOUS SURFACE COURSE	TON	1,885.000	X	=		
AR401650	BITUMINOUS PAVEMENT MILLING	S.Y.	13,045.000	X	=		
AR401655	BUTT JOINT CONSTRUCTION	S.Y.	765.000	X	=		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	60.000	X	=		
AR401921	REMOVE PAVEMENT	S.Y.	1,450.000	X	=		
AR403610	BITUMINOUS BASE COURSE	TON	340.000	X	=		

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CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - UN052

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 05/17/13
RUN TIME - 183108

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR403620	BITUMINOUS BASE COURSE, LEVELING	TON	635.000	X	=		
AR501550	PCC PAVEMENT MILLING	S.Y.	855.000	X	=		
AR501604	4" PCC SIDEWALK	S.F.	1,380.000	X	=		
AR501690	PCC SIDEWALK REMOVAL	S.F.	1,640.000	X	=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	2,255.000	X	=		
AR602510	BITUMINOUS PRIME COAT	GAL.	1,450.000	X	=		
AR603510	BITUMINOUS TACK COAT	GAL.	4,135.000	X	=		
AR620510	PAVEMENT MARKING	S.F.	6,245.000	X	=		
AR620590	TEMPORARY MARKING	S.F.	720.000	X	=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	140.000	X	=		
AR751927	REPLACE FRAME & GRATE	EACH	1.000	X	=		
AR751940	ADJUST INLET	EACH	7.000	X	=		
AR754212	CONCRETE CURB TYPE B	L.F.	250.000	X	=		
AR754900	REMOVE CONCRETE CURB	L.F.	150.000	X	=		
AR800285	REMOVE PARKING BLOCK	EACH	4.000	X	=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - UN052

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 05/17/13
RUN TIME - 183108

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR800341	REMOVE CURB ISLAND	S.Y.	90.000	X	=		
AR801246	REMOVE FLAG POLE	EACH	2.000	X	=		
AR901510	SEEDING	ACRE	1.000	X	=		
AR908510	MULCHING	ACRE	1.000	X	=		
AR910120	ROADWAY LIGHT FIXTURE	EACH	5.000	X	=		
AR910200	ROADWAY SIGN	EACH	32.000	X	=		
AR910230	HANDICAP SIGN	EACH	8.000	X	=		
AR910243	SIGN SUPPORT	L.S.	37.000	X	=		
AR910410	PARKING BLOCK	EACH	45.000	X	=		
AR910430	TRAFFIC MAINTENANCE (ROADWAY)	L.S.	1.000	X	=		
AR910905	REMOVE RDWY LGT POLE W/FIXTURE	EACH	3.000	X	=		
AR910915	REMOVE ROADWAY SIGN	EACH	23.000	X	=		
AR910960	RELOCATE ROADWAY LIGHT POLE	EACH	4.000	X	=		
AR910975	RELOCATE ROADWAY SIGN	EACH	12.000	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.

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CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - UN052

ECMS002 DTGECM03 ECMR003 PAGE 4
RUN DATE - 05/17/13
RUN TIME - 183108

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

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AS401610	BITUMINOUS SURFACE COURSE	TON	600.000	X	=		
AS401650	BITUMINOUS PAVEMENT MILLING	S.Y.	6,775.000	X	=		
AS401655	BUTT JOINT CONSTRUCTION	S.Y.	935.000	X	=		
AS403620	BITUMINOUS BASE COURSE, LEVELING	TON	400.000	X	=		
AS501604	4" PCC SIDEWALK	S.F.	1,540.000	X	=		
AS501690	PCC SIDEWALK REMOVAL	S.F.	1,540.000	X	=		
AS603510	BITUMINOUS TACK COAT	GAL.	2,035.000	X	=		
AS620510	PAVEMENT MARKING	S.F.	2,120.000	X	=		
AS800285	REMOVE PARKING BLOCK	EACH	7.000	X	=		
AS910200	ROADWAY SIGN	EACH	5.000	X	=		
AS910230	HANDICAP SIGN	EACH	4.000	X	=		
AS910243	SIGN SUPPORT	EACH	5.000	X	=		
AS910915	REMOVE ROADWAY SIGN	EACH	1.000	X	=		
SUBTOTAL ALT 1						\$	

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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - UN052

ECMS002 DTGECM03 ECMR003 PAGE 5
 RUN DATE - 05/17/13
 RUN TIME - 183108

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

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AT401610	BITUMINOUS SURFACE COURSE	TON	210.000	X	=		
AT401650	BITUMINOUS PAVEMENT MILLING	S.Y.	2,395.000	X	=		
AT401655	BUTT JOINT CONSTRUCTION	S.Y.	470.000	X	=		
AT403620	BITUMINOUS BASE COURSE, LEVELING	TON	140.000	X	=		
AT501604	4" PCC SIDEWALK	S.F.	375.000	X	=		
AT501690	PCC SIDEWALK REMOVAL	S.F.	375.000	X	=		
AT603510	BITUMINOUS TACK COAT	GAL.	720.000	X	=		
AT620510	PAVEMENT MARKING	S.F.	475.000	X	=		
AT910200	ROADWAY SIGN	EACH	4.000	X	=		
AT910230	HANDICAP SIGN	EACH	2.000	X	=		
AT910243	SIGN SUPPORT	EACH	4.000	X	=		
SUBTOTAL ALT 2						\$	

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ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - UN052

ECMS002 DTGECM03 ECMR003 PAGE 6
RUN DATE - 05/17/13
RUN TIME - 183108
CONTRACT - UN052

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

NOTE:

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

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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.

II. ASSURANCES

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

A. Conflicts of Interest

1. The Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

B. Negotiations

1. The Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Code provides:

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

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

D. Revolving Door Prohibition

1. The Code provides:

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.

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

E. Reporting Anticompetitive Practices

1. The Code provides:

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.

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

F. Confidentiality

1. The Code provides:

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.

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

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G. Insider Information

1. The Code provides:

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

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

III. CERTIFICATIONS

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

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the 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.

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

B. Felons

1. The Code provides:

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

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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.

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C. Debt Delinquency

1. The Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the 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

1. The Code provides:

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the 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

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

H. International Anti-Boycott

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

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

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

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

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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.

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.**

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

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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: _____

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IV. DISCLOSURES

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

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

RETURN WITH BID

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

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

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



**Contract No. UN052
 University of Illinois - Willard Airport
 Savoy, Illinois
 Champaign County
 Illinois Project No. CMI-4269
 SBG Project No. N/A**

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TABLE B

TOTAL Workforce Projection for Contract												
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES			
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)												
SUPERVISORS												
FOREMEN												
CLERICAL												
EQUIPMENT OPERATORS												
MECHANICS												
TRUCK DRIVERS												
IRONWORKERS												
CARPENTERS												
CEMENT MASONS												
ELECTRICIANS												
PIPEFITTERS, PLUMBERS												
PAINTERS												
LABORERS, SEMI-SKILLED												
LABORERS, UNSKILLED												
TOTAL												

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

FOR DEPARTMENT USE ONLY

Note: See instructions on page 2

RETURN WITH BID

**Contract No. UN052
University of Illinois - Willard Airport
Savoy, Illinois
Champaign County
Illinois Project No. CMI-4269
SBG Project No. N/A**

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

**Contract No. UN052
University of Illinois - Willard Airport
Savoy, Illinois
Champaign County
Illinois Project No. CMI-4269
SBG Project No. N/A**

PROPOSAL SIGNATURE SHEET

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

Firm Name _____

(IF AN INDIVIDUAL) Signature of Owner _____

Business Address _____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP) Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____

By _____

(IF A CORPORATION) Signature of Authorized Representative _____

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 _____

(IF A JOINT VENTURE) Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

Attest _____

Signature _____

Business Address _____

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



Sponsor _____ Item No. _____

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

KNOW ALL MEN BY THESE PRESENTS, That We _____

_____ as PRINCIPAL, and _____

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

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

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

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

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

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

My commission expires _____

Notary Public

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

Electronic Bid Bond ID# _____

Company / Bidder Name _____

Signature and Title _____



(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-4269

County Champaign County

Letting Date June 14, 2013

Contract No. UN052

Letting Item No. 2A

Total Bid _____

Contract DBE Goal 5.0% _____

(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.



Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration Number _____

Letting June 14, 2013

Participation Statement

Item No. 2A

(1) Instructions

Contract No. UN052

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor

Signature for DBE Firm

Title _____

Title _____

Date _____

Date _____

Contact Person _____

Contact Person _____

Phone _____

Phone _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

E _____

WC _____

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the 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 Management 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 submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. UN052
University of Illinois - Willard Airport
Savoy, Illinois
Champaign County
Illinois Project No. CMI-4269
SBG Project No. N/A



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 States' 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

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the 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.

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

B. Felons

1. The Code provides:

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

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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

1. The Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the 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

1. The Code provides:

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the 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 style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Name of Subcontracting Company</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	

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, the CPO may void the contract.

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes _____ No _____

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

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 _____

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Officer Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Officer Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file.

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 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)



NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., June 14, 2013. 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. UN052
University of Illinois - Willard Airport
Savoy, Illinois
Champaign County
Illinois Project No. CMI-4269
SBG Project No. N/A**

Relocate Entrance Roadways and Rehabilitate Old Terminal Parking Lot

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.

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 Kristy Brod, P.E. of Crawford, Murphy & Tilly, Inc. at (217) 572-1126.

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 5.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated April 19, 2013 and the Construction Plans dated April 19, 2013 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: 55 calendar days; Additive Alternate 1: 22 additional calendar days; Additive Alternate 2: 13 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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
EEO

Effective: July 21, 1978
Revised: November 18, 1980

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

Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity (Executive Order 11246)

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

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

Area Covered (Statewide)

Goals for Women apply nationwide.

GOAL	Goal (percent)
Female Utilization	6.9

APPENDIX B

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

<u>Economic Area</u>	Goal (percent)
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 -	19.6
	IL - Cook, DuPage, Kane, Lake, McHenry, Will 3740 Kankakee, IL -	9.1
	IL - Kankakee Non-SMSA Counties	18.4
	IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam	
	IN - Jasper, Laporte, Newton, Pulaski, Starke	
084	Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL -	7.8
	IL - Champaign Non-SMSA Counties -	4.8
	IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085	Springfield - Decatur, IL: SMSA Counties: 2040 Decatur, IL -	7.6
	IL - Macon 7880 Springfield, IL -	4.5
	IL - Menard, Sangamon Non-SMSA Counties	4.0
	IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	
086	Quincy, IL: Non-SMSA Counties	3.1
	IL - Adams, Brown, Pike	
	MO - Lewis, Marion, Pike, Ralls	
087	Peoria, IL: SMSA Counties: 1040 Bloomington - Normal, IL -	2.5
	IL - McLean 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 11246 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 11246 and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Illinois Department of Transportation will provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

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

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
NONFEDERAL-AID CONTRACTS

Effective: March 20, 1969
Revised: January 1, 1994

1. General

- a. The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the non-discrimination requirements contained elsewhere in this proposal.
- b. The Contractor shall work with the Illinois Department of Transportation (IDOT) in carrying out Equal Employment Opportunity (EEO) obligations and in reviews of activities under the contract.
- c. The Contractor, and all subcontractors holding subcontracts (not including material suppliers) of \$10,000 or more, shall comply with the following minimum specific requirement activities of EEO. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor shall accept as operating policy the following statement which is designed to further the provision of EEO to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program: "It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

3. Equal Employment Opportunity Officer

The Contractor shall designate and make known to IDOT contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and female employees.
- b. In order to make the Contractor's EEO policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor shall take the following actions:
 - (1) Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements shall be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

- b. The Contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority and female organizations. To meet this requirement, the Contractor shall, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the Contractor for employment consideration. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions.
- c. The Contractor shall encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants shall be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, will be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

- a. The Contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with the obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all of the avenues of appeal.

7. Training and Promotion

- a. The Contractor shall assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.
- c. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor shall periodically review the training and promotion potential of minority and female employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor shall use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor, either directly or through a Contractor's association acting as agent, shall include the procedures set forth below:

- a. The Contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- b. The Contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to IDOT and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the Contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to these Special Provisions, such Contractor shall immediately notify IDOT.

9. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment

The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor shall use best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority and female representation among their employees. Contractors shall obtain lists of DBE construction firms from IDOT personnel.
- c. The Contractor shall use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports

The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of IDOT.

- a. The records kept by the Contractor shall document the following:
 - (1) the number of minorities, non-minorities and females employed in each work classification on the project;
 - (2) the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) the progress and efforts being made in securing the services of DBE subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. The Contractor shall submit to IDOT a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on Form SBE-956. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965
Revised: January 1, 2013

I. SELECTION OF LABOR

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

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF
EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future Contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided 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, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; 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 Department's Rules and Regulations) 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, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
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 Human Rights Act and the Department's Rules and Regulations. 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 Department of Human Rights 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 Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon 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 such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

III. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with his/her own organization contract work amounting to not less than 51 percent of the original total contract price, except that any items designated by the State as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his/her own organization.
 - a. "His/her own organization" shall be construed to include only worker employed and paid directly by the Contractor and equipment owned or rented by him/her, with or without operators.
 - b. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. In addition to the 51 percent requirement set forth in paragraph 1 above, the Contractor shall furnish (a) a competent superintendent or foreman who is employed by him/her, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his/her own organizational capability and responsibility (supervision, management, and engineering services) as the State highway department contracting officer determines is necessary to assure the performance of the contract.
3. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his/her right, title or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 51 percent of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization. Materials purchased or produced by the Contractor must be incorporated into the project by the Contractor's own organization if their cost is to be applied to the 50 percent requirement.

No subcontracts, or transfer of contract, shall in any case release the Contractor of his/her liability under the contract and bonds. All transactions of the Engineer shall be with the Contractor. The Contractor shall have representative on the job at all times when either contract or subcontract work is being performed.

All requests to subcontract shall contain a certification that the subcontract agreement exists in writing and physically contains the required Federal and State Equal Employment Opportunity provisions and Labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Department or Federal representatives to examine the subcontract agreements upon notice.

4. Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the contract documents.
5. No portion of the contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the State highway department contracting officer, or his/her authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions. Current wage rate information shall be obtained by visiting the Department of Labor website at <http://www.illinois.gov/idol/Pages/default.aspx>. It is the responsibility of the Contractor to review the rates applicable to the work of this contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the Contractor by means of the Department of Labor website satisfies the notification of revisions by the Department to the Contractor pursuant to the Act, and the Contractor agrees that no additional notice is required.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

V. NONSEGREGATED FACILITIES

(Applicable to State Financed Construction Contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause).

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder, construction Contractor, subcontractor, or material supplier, as appropriate, certifies that (s)he does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. (S)He certifies further that (s)he will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. (S)He 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, time clocks, 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 directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. (S)He agrees that (except where he/she has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he/she will obtain identical certifications from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that (s)he will retain such certifications in his/her files.

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Construction of Airports," adopted April 1, 2012, and the Special Provisions included herein which apply to and govern the airport improvement of: Relocate Entrance Roadways and Rehabilitate Old Terminal Parking Lot at University of Illinois - Willard, Contract UN052, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

CONSTRUCTION AIR QUALITY – DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: January 2, 2012

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY – IDLING RESTRICTION (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.

- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

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 **5.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

DBE LOCATOR REFERENCES: Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by

contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up 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.

SUBCONTRACTOR MOBILIZATION PAYMENTS

Effective: April 2, 2005

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

PAYMENTS TO SUBCONTRACTORS

Effective: June 1, 2000

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 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).

SECTION III

**Special Provisions
For**

**RELOCATE ENTRANCE ROADWAY
&
REHABILITATE OLD TERMINAL PARKING LOT**

IL. PROJ. CMI-4269

AT

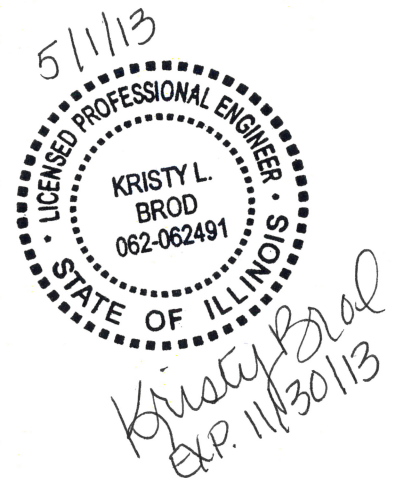
**UNIVERSITY OF ILLINOIS
WILLARD AIRPORT
SAVOY, ILLINOIS**

April 19, 2013

Prepared By:



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



GENERAL

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Project, Rules and Regulations, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated; cover the requirements of the State of Illinois, Division of Aeronautics, and the representatives of the University of Illinois Willard Airport, Savoy, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

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

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

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

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DIVISION 1 – GENERAL PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

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

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

The Contractor shall provide and maintain construction entrance traffic control and or signage on all public use roads intended to be used by his operations as required by the jurisdiction responsible for the public roadway and the University of Illinois. The Contractor shall be responsible for coordinating all hauling and access on city, township or county roads with the agency responsible for the roadway.

SECTION 50 – CONTROL OF WORK

50-04 COOPERATION OF CONTRACTOR

ADD: At the end of this section:

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

50-05 COOPERATION BETWEEN CONTRACTORS

ADD: The Contractor shall acquaint himself with all other contracts prior to bidding and shall cooperate with Airport management and any other contractors who may be working on other contracts.

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 this project.

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

RESPONSIBILITY OF THE RESIDENT ENGINEER

DELETE: Lines A & B.

ADD:

- A. The Resident Engineer will locate and reference 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 construction activity plan drawings. The use of existing airfield pavements by contractor construction traffic including all haul trucks is prohibited unless previously approved by the Airport Director. Any damage to existing airport pavement due to construction traffic operating beyond the approved work limits, hauling outside of the approved haul/access routes and construction traffic operating in prohibited areas shall be repaired by the Contractor at his own expense to the satisfaction of the owner.

The contractor shall coordinate construction hauling, construction access and load restrictions with the County Superintendent of Highways and/or the Township Road Commissioner and the City of 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:

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 storm water storage areas adjacent to but at a lower elevation than the bottom of the work and utilize mechanical pumps to promptly remove storm water from the excavations.

ADD:

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

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

ADD:

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

50-16 FINAL INSPECTION

DELETE: The first sentence of the first paragraph.

ADD: As the first sentence of the first paragraph.

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

ADD: After the first sentence of the second paragraph:

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

50-18 PLANS AND WORK DRAWINGS

ADD: After the third paragraph:

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

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

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

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

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

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

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

PROJECT LOCATION: University of Illinois – Willard Airport
PROJECT TITLE: Relocate Entrance Roadway & Rehabilitate Old Terminal Parking Lot
PROJECT NUMBERS: Illinois Project: CMI-4269
CONTRACT ITEM: (Pay Item Name & Number)
SUBMITTED BY: (Contractor/Subcontractor Name)
DATE: (Date of Submittal)

50-20 SECURITY AND MAINTAINING THE EXISTING AIRPORT PERIMETER FENCE LINE

ADD:

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

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

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

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

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

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

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

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

ADD: At the end of this section:

C. Meets “Buy America” requirements.

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

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

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

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

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

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

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for equipment shall include but not be limited to:

- Project Number
- Project Name
- Airport Name
- Total Project Cost

- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.
- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item (not the airport site)
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

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

60-05 ENGINEERS FIELD OFFICE

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

60-11 CERTIFICATION OF MATERIALS

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

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

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

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

All submittals shall contain the following information:

PROJECT LOCATION:	University of Illinois – Willard Airport
PROJECT TITLE:	Relocate Entrance Roadway & Rehabilitate Old Terminal Parking Lot
PROJECT NUMBERS:	Illinois Project: CMI-4269
CONTRACT ITEM:	(i.e., AR751410 – Inlet)
SUBMITTED BY:	(Contractor/Subcontractor Name)
DATE:	(Date of Submittal)

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

SECTION 70 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-10 BARRICADES, WARNING SIGNS & HAZARD MARKERS

ADD: After the second paragraph:

Barricades shall be provided and conform to IDOT Division of Highways Specifications and Standards 701901-02 for Type II and Typed III barricades. The barricades shall be lighted with a flashing red light and be marked with 20" x 20" alternating white and orange colored flags. Barricades for the roadway work shall be as specified by the township or as required by IDOT standards.

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

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

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

70-13 RESPONSIBILITY FOR DAMAGE CLAIMS

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

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

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

REVISE: The second paragraph as follows:

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

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

ADD: After the fifth paragraph:

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

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

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

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

Utility Service or Facility	Person to Contact	Contact Phone
FAA Control & Communications Cable	Dave Woolridge	217-355-4040
Airfield Lighting Cables	U of I Operations and Maintenance	217-333-0340
Sanitary Sewer	U of I Operations and Maintenance	217-333-0340
Electric Cables	J.U.L.I.E.	800-892-0123
Water	J.U.L.I.E.	217-244-8604 800-892-8604
Telephone Cables	J.U.L.I.E.	800-892-0123
Gas Lines	J.U.L.I.E.	800-892-0123
All Utilities	U of I Operations and Maintenance	217-333-0340

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:

The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The contractor shall develop a Safety Plan based upon the sequence of construction included in the contract documents for the project in accordance with AC 150/5370 (Latest Edition), or latest revised version. This plan shall specify the sequence in which the contractor proposes to complete the work, the work areas necessary to stage, remove and install the equipment and equipment locations and heights. This Safety Plan shall be submitted to the Engineer within 10 days following the NTP. This Safety Plan will be forwarded by the Airport to the FAA for formal airspace review.

No work shall commence on the project until the Contractor's Safety Plan has been approved by the FAA. Additional requirements such as additional mobilizations of equipment, lighting and marking required by the formal airspace shall be incorporated into the contract at no additional cost to the Owner. The construction activity plan presented in the contract documents has been developed in sufficient detail so that the contractor may determine the costs for developing and maintaining an approved Safety Plan for the life of the project, BUT, the information provided by the owner does not constitute the Contractor's Safety Plan. Responsibility for the safety of the contractor's forces, airport representatives and the traveling public in the vicinity of the work shall be the responsibility of the Contractor.

All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the FAA Advisory Circular 150/5370-2 (Latest Edition). The safety plan as approved by the FAA and the Owner conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall remain responsible for safety of persons and equipment on the construction site.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner.

SECTION 80 – PROSECUTION AND PROGRESS

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 30-16, Final Inspection.

80-13 CONTRACTOR'S ACCESS TO AIRFIELD

ADD: After the third paragraph:

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

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

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

80-14 SECURITY DURING CONSTRUCTION

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

DIVISION II – CONSTRUCTION DETAILS

ITEM 150510 – ENGINEER’S FIELD OFFICE

CONSTRUCTION METHODS

150-2.1 DELETE: Section (H)

ADD: 1 telephone with touch tone or a cellular phone with voicemail for the exclusive use by the resident engineer. The contractor shall establish a wireless network with a cost free connection to the internet within the confines of the engineer’s field office for use by the resident engineer. In the event a sufficient number of phone lines or service qualities are unavailable at the location of the Engineer’s Field Office, the Contractor shall supply an alternate means of access to the internet. Possible solutions include wireless network cards installed in the Engineer’s field computer or wireless phones capable of supplying access to the internet via a connection to the 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 Engineer’s Field Office is on site. No extra payment shall be made to the Contractor for this service.

150-2.1 At the end of Section (I)

ADD: The copier shall be capable of scanning documents into pdf format for direct download into the resident engineer’s computer. The scanning capabilities shall allow for creation of pdf documents for field books and plan sheets. A multiple sheet document feeder shall also be included for scanning multiple sheet documents such as field reports and catalog cuts.

BASIS OF PAYMENT

150-3.1 Payment will be made under:

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

ITEM 152 – EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 GENERAL

ADD: Excavation and embankment shall be compacted to a density of not less than the percentage of the maximum density shown in TABLE 1, at optimum moisture, as determined by the compaction control tests cited in Division VII for aircraft weights of less than 60,000 pounds.

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.

CONSTRUCTION METHODS

152-2.1 GENERAL

DELETE: 4TH SENTENCE OF FIRST PARAGRAPH

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

152-2.2 EXCAVATION

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 storm water storage areas adjacent to but at a lower elevation than the bottom of the work and utilize mechanical pumps to promptly remove storm water from the excavations.

ADD: After the eighth paragraph:

ASTM D698 – Standard shall apply.

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	95%	95%
Below Proposed Vehicle Roadways & Paved Shoulders ASTM D 698 - Standard	95%	95%
Embankments Outside Pavement Limits ASTM D 698 - Standard	N/A	95%
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.

152-2.7 DELETE: FIRST SENTENCE SECOND PARAGRAPH

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

152-2.10 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 depth of 4" and from below all proposed pavement areas at a depth of 12". 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 12" 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 less than 60,000 lbs.

152-2.11 STRIPPING

DELETE: This Section.

ADD: Topsoil as defined in Section 152-1.2 shall be stripped within the grading limits before the earthwork is started.

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 buildings, 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 except as noted herein.

152-2.15 EXCESS MATERIAL

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

METHOD OF MEASUREMENT

152-3.1 DELETE: This section and replace with the following:

ADD: The measurement for unclassified excavation will be measured as a lump sum.

152-3.2 DELETE: This section.

152-3.3 DELETE: This section.

BASIS OF PAYMENT

152-4.1 REPLACE: In the first paragraph "per cubic yard" with "per lump sum".

152-4.2 DELETE: This section.

152-4.3 DELETE: This section.

ADD:

Payment will be made under:

Item AR152410 – Unclassified Excavation – per cubic yard.

ITEM 156000 – EROSION CONTROL

DESCRIPTION

156-1.1

ADD:

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

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. 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 erosion control measures 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.

MATERIALS

156-2.1

SILT FENCE

ADD: In lieu of silt fence, the Contractor may substitute 20 in. min. diameter Rolled Excelsior meeting the requirements of Section 1081.15(f), Temporary Erosion Control Materials, of the IDOT Standard Specification for Road & Bridge Construction (Latest Edition).

CONSTRUCTION METHODS

156-3.7

ADD:

INLET PROTECTION

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

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

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

METHOD OF MEASUREMENT

156-4.2 DELETE: This section.

ADD: The number of Hay or Straw bales shall not be paid for individually. Hay or Straw bales shall be paid for as Ditch Checks or Inlet Projection when constructed as detailed in the plans. If silt fence is used to construct these items they shall not be measured for payment under this item, silt fence in these applications shall be measured as previously specified. The number of bales used in each application shall not be less than the amount shown in the individual details.

156-4.3 DELETE: This section.

156-4.4 DELETE: This section.

BASIS OF PAYMENT

156-5.2 ADD:

Payment will be made at the Contract Unit Price for each Inlet Protection installed.

Payment will be made under:

Item AR156510 – Silt Fence – per linear foot.

Item AR156520 – Inlet Protection – per each.

ITEM 201663 – SAND MIX CRACK REPAIR

BASIS OF PAYMENT

201-6.1 ADD:

Payment will be made under:

Item AR201663 – Sand Mix Crack Repair – per linear foot.

ITEM 209 - CRUSHED AGGREGATE BASE COURSE

MATERIALS

209-2.1 ADD:

Table 1, Gradation B, 1 ½" maximum shall be used.

CONSTRUCTION METHODS

209-3.3 PLACING AND SPREADING

DELETE: The second sentence of the first paragraph.

209-3.4 REVISE: The first paragraph as follows:

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

209-3.7 SURFACE GRADE ACCURACY

REVISE: To read as follows:

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

METHOD OF MEASUREMENT

209-4.1 DELETE: This section.

209-4.3 DELETE: This section.

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.

Payment will be made under:

Item AR209608 – Crushed Aggregate Base – 8" – per square yard.

ITEM 401 – BITUMINOUS SURFACE COURSE – SUPERPAVE
(Central Plant Hot Mix)

DESCRIPTION

401-1.1 ADD: This item shall consist of placing bituminous base course per Method I, placed as part of the proposed pavement structure for the new pavement structures.

COMPOSITION

401-3.2 JOB MIX FORMULA

ADD: At the end of the third paragraph:

Table 1 - Superpave Design Criteria for Automobile shall apply.

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 II for quantities over 2,500 tons.

BASIS OF PAYMENT

401-6.1 DELETE: The second paragraph.

ADD:

Payment will be made under:

Item AR401610 – Bituminous Surface Course – per ton.

Item AS401610 – Bituminous Surface Course – per ton.

Item AT401610 – Bituminous Surface Course – per ton.

ITEM 401650 – BITUMINOUS PAVEMENT MILLING

BASIS OF PAYMENT

401-4.1 ADD:

Payment will be made under:

Item AR401650 – Bituminous Pavement Milling – per square yard.
Item AS401650 – Bituminous Pavement Milling – per square yard.
Item AT401650 – Bituminous Pavement Milling – per square yard.

ITEM 401655 – BUTT JOINT CONSTRUCTION

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 ADD:

Payment will be made under:

Item AR401655 – Butt Joint Construction – per square yard.

Item AS401655 – Butt Joint Construction – per square yard.

Item AT401655 – Butt Joint Construction – per square yard.

ITEM 401900 – REMOVE BITUMINOUS PAVEMENT

DESCRIPTION

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

Removal of:

- Existing Bituminous Entrance Road Pavement including all base and subbase items which includes PCC as shown in the plans. Payment for this removal shall be under the Remove Pavement pay item.
- Existing Bituminous Pavement including the existing Crushed Aggregate Base Course and/or any existing Bituminous Millings that were used as a base course for the existing Parking Lot Pavement structure. Payment for this removal shall be under the Remove Bituminous Pavement pay item.

CONSTRUCTION METHODS

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

The existing 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 Entrance Road 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 ADD:

Payment will be made under:

Item AR401900 – Remove Bituminous Pavement – per square yard.
Item AR401921 – Remove Pavement – per square yard.

ITEM 403 – BITUMINOUS BASE COURSE – SUPERPAVE

(Central Plant Hot Mix)

DESCRIPTION

403-1.1 ADD: This item shall consist of placing bituminous base course per Method I, placed as part of the proposed pavement structure for the new pavement structures.

COMPOSITION

403-3.2 JOB MIX FORMULA

ADD: After the third paragraph:

Table 1 - Superpave Design Criteria for Automobile 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 II for quantities over 2,500 tons.

BASIS OF PAYMENT

403-6.1 DELETE: The second paragraph.

ADD:

Payment will be made under:

Item AR403610 – Bituminous Base Course – per ton.

Item AR403620 – Bituminous Base Course, Leveling – per ton.

Item AS403620 – Bituminous Base Course, Leveling – per ton.

Item AT403620 – Bituminous Base Course, Leveling – per ton.

ITEM 501550 – PCC PAVEMENT MILLING

BASIS OF PAYMENT

501-4.1 ADD:

Payment will be made under:

Item AR501550 – PCC Pavement Milling – per square yard.

ITEM AR501604 – P.C.C. SIDEWALK

DESCRIPTION

- 501-1.1 This item shall consist of removal and construction of 4" Portland Cement Concrete sidewalk as shown in the plans.
- 501-1.2 Grading and compacting of the earth beneath the sidewalk shall be in accordance with item 152.

MATERIAL

- 501-2.1 The sidewalk material shall meet the requirements of the Item 610.

CONSTRUCTION METHODS

- 501-3.1 The sidewalk construction shall meet the requirements of Item 610.

METHOD OF MEASUREMENT

- 501-4.1 Portland cement concrete sidewalk and sidewalk removal will be measured in place, and the area computed in square feet.

BASIS OF PAYMENT

- 501-5.1 Payment shall be made at the contract unit price per square foot for 4 inch Portland Cement Concrete Sidewalk and sidewalk removal. This price shall be full compensation for furnishing all materials; for all preparation, mixing and placing these materials; jointing, finishing, reinforcement, granular backfill, and for all labor, equipment, tools, and incidentals necessary to complete the item as specified.

Excavation and grading required in the performance of sidewalk construction, unless otherwise specified, will be incidental to the unit prices bid for sidewalk.

Payment will be made under:

- Item AR501604 – 4" PCC Sidewalk – per square foot.
- Item AS501604 – 4" PCC Sidewalk – per square foot.
- Item AT501604 – 4" PCC Sidewalk – per square foot.
- Item AR501690 – PCC Sidewalk Removal – per square foot.
- Item AS501690 – PCC Sidewalk Removal – per square foot.
- Item AT501690 – PCC Sidewalk Removal – per square foot.

ITEM 501900 – REMOVE PCC PAVEMENT

DESCRIPTION

501-1.1 ADD:

This item of work shall include the removal the existing Ring Road as shown on the plans.

CONSTRUCTION METHODS

501-3.1 ADD:

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

BASIS OF PAYMENT

501-5.1 ADD:

Payment will be made under:

Item AR501900 – Remove PCC Pavement – per square yard.

ITEM 602 – BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1 ADD:

This item shall consist of placing bituminous prime coat on the proposed aggregate base as part of the proposed pavement structure for the new pavement structures.

BASIS OF PAYMENT

602-5.1 ADD:

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 placing bituminous tack coat between lifts of bituminous pavement as part of the proposed pavement structures.

BASIS OF PAYMENT

603-5.1 ADD:

Payment will be made under:

Item AR603510 – Bituminous Tack Coat – per gallon.
Item AS603510 – Bituminous Tack Coat – per gallon.
Item AT603510 – 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 sidewalk, inlet adjustments, light foundations and any other miscellaneous structural Portland cement concrete uses. The PCC mix used for individual structural components shall meet the material specifications for Item 610.

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 620 - PAVEMENT MARKING

MATERIALS

620-2.2 PAINT

ADD: Paint type shall be Waterborne.

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.

620-3.9 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.

REVISE: LAST PARAGRAPH

The quantity of permanent pavement marking and removal of permanent markings to be paid for shall be the number of square feet of painting or removal performed in accordance with the specifications and accepted by the Engineer. Temporary pavement marking and temporary pavement marking removal are to be paid for as a combination of both operations under a single item.

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

BASIS OF PAYMENT

620-5.1 ADD:

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

Payment will be made under:

- Item AR620510 – Pavement Marking – per square foot.
- Item AS620510 – Pavement Marking – per square foot.
- Item AT620510 – Pavement Marking – per square foot.
- Item AR620590 – Temporary Marking – per square foot.
- Item AR620900 – Pavement Marking Removal – per square foot.

ITEM 800341 – REMOVE CURB ISLAND

DESCRIPTION

800-1.1 This item shall consist of the removal of PCC curb islands as shown in the plans.

CONSTRUCTION METHODS

800-2.1 The PCC curbed island shall be removed to the full depth of the curb. The Contractor shall saw cut around the curb island prior to removal.

The Contractor shall remove the curb island and dispose of off of Airport property. Disposal cost shall be incidental to the cost of curb island removal.

The Contractor shall backfill removed curbed island area in accordance with Item 209. Aggregate shall be backfilled to subbase elevation and compacted to 95% of the standard proctor or to the Engineer's satisfaction.

Any damage to the existing pavements adjacent to the curb island removal shall be repaired to the satisfaction of the Airport and the Engineer. Cost of repairs will be borne by the Contractor.

METHOD OF MEASUREMENT

800-3.1 The square yard of curb island removal to be paid for shall be the number of square yards of curb island removed and backfilled as specified in the plans and as directed by the Resident Engineer and accepted.

BASIS OF PAYMENT

800-4.1 This item will be paid for at the contract unit price per square yard of remove curb island which price and payment shall constitute full compensation for all preparation, disposal of materials and for all materials, deliveries, installations, removals, labor, maintenance, and all other incidentals necessary to complete this item.

Payment will be made under:

Item AR800341 – Remove Curb Island – per square yard.

ITEM 801246 – REMOVE FLAG POLE

DESCRIPTION

- 801-1.1 This item shall include the removal of flag poles and any hardware. Removals shall then be given to the airport or disposed of offsite, as determined with the coordination with the Airport.

CONSTRUCTION METHODS

- 801-2.1 Existing flag poles shall be salvaged, removed and turned over to the Airport at the Airport Maintenance Facility or hauled and disposed of offsite.

METHOD OF MEASUREMENT

- 801-3.1 The measurement for flag pole removal will be paid per each removal as measured in the field, completed and accepted.

BASIS OF PAYMENT

- 801-4.1 The accepted quantities of flag pole removals will be paid for at the contract unit price per each which price and payment shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

Payment will be made under:

Item AR801246 – Remove Flag Pole – per each.

ITEM 910120 – ROADWAY LIGHTING

DESCRIPTION

910-1.1 GENERAL

This item shall consist of furnishing, fabricating and installing new roadway light fixtures, relocating existing light poles and removing existing light poles at the locations shown on the plans.

MATERIALS

910-2.1 ROADWAY LIGHT POLE

LUMINAIRES. To maintain compatibility with the Entrance Road Lighting, the luminaires shall be same size and type as existing luminaires.

POLES. The light poles shall be relocated from existing light fixtures.

910-2.2 CONCRETE

Concrete shall meet the requirements of Item 610 Structural Portland Cement Concrete.

CONSTRUCTION METHODS

910-3.1 GENERAL

The installation of the light poles, luminaires, and foundations shall be as detailed on plans and in conformance with manufacturer's recommendations.

Prior to the beginning of work, the Contractor shall locate and trace all existing lighting circuits within the work limits. When an existing light pole is removed, the Contractor shall trace the circuit to the next light pole to remain in service and disconnect existing wiring to light pole to be removed at this light pole to remain in service. No existing "Dead End" circuits are to remain energized at the completion of the project.

Existing light poles, davit arms and luminaires to be turned over to the Owner shall be stockpiled by the Contractor on Airport Property where designated by the Owner. Care shall be exercised to prevent damage to luminaires.

METHOD OF MEASUREMENT

910-4.1 ROADWAY LIGHT FIXTURE

The quantity of light fixtures to be measured for payment shall be the number of fixtures installed in place, tested and ready for use.

910-4.2 REMOVE ROADWAY LIGHT POLE WITH FIXTURE

The quantity of light pole removals to be measured for payment shall be the number of light poles and fixtures removed as measured in the field, completed and accepted.

910-4.3 RELOCATE ROADWAY LIGHT POLE

The quantity of light pole relocations to be measured for payment shall be the number of light poles relocated and fixtures removed as measured in the field, completed and accepted.

BASIS OF PAYMENT

910-5.1 ROADWAY LIGHT FIXTURE

Payment will be made at the contract unit price for each roadway light fixtures and shall be full compensation for all materials, parts, installations, deliveries, labor, tools, and other incidentals necessary to complete this item.

910-5.2 REMOVE ROADWAY LIGHT POLE WITH FIXTURE

Payment will be made at the contract unit price for each light pole removal and payment shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

910-5.3 RELOCATE ROADWAY LIGHT POLE

Payment will be made at the contract unit price for each light pole relocation and shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete the work to the satisfaction of the Engineer.

Payment will be made under:

- Item AR910120 – Roadway Light Fixture – per each.
- Item AR910905 – Remove RDWY LGT Pole w/Fixture – per each.
- Item AR910960 – Relocate Roadway Light Pole – per each.

ITEM 910200 – ROADWAY SIGNS

DESCRIPTION

910-1.1 This item shall consist of furnishing and installing permanent roadway signs as shown in the plans.

This item shall include the removal or relocation of roadway signs, posts and any hardware. Removals shall then be given to the airport or disposed of offsite, as determined with the coordination with the Airport.

MATERIALS

910-2.1 TRAFFIC CONTROL SIGNS

The traffic control signage shall meet current IDOT criteria.

Materials for the sign, posts, bolts, and other parts required for this item shall follow the requirements of the IDOT Standard Specification for Road & Bridge Construction (Latest Edition), Division 700.

CONSTRUCTION METHODS

910-3.1 Existing roadway signs shall be salvaged, removed and turned over to the Airport at the Airport Maintenance Facility.

METHOD OF MEASUREMENT

910-4.1 The measurement for traffic control signage will be measured per each sign installed and accepted by the Engineer.

BASIS OF PAYMENT

910-5.1 Payment for traffic signage will be per each. The price shall be full compensation for all materials, deliveries, installations, removals, labor, maintenance, and all other incidentals necessary to complete this item.

Payment will be made under:

Item AR910200 – Roadway Sign – per each.
Item AS910200 – Roadway Sign – per each.
Item AT910200 – Roadway Sign – per each.
Item AR910230 – Handicap Sign – per each.
Item AS910230 – Handicap Sign – per each.
Item AT910230 – Handicap Sign – per each.
Item AR910243 – Sign Support – per each.
Item AS910243 – Sign Support – per each.
Item AT910243 – Sign Support – per each.
Item AR910915 – Remove Roadway Sign – per each.
Item AS910915 – Remove Roadway Sign – per each.
Item AR910975 – Relocate Roadway Sign – per each.

Item 910410 – PARKING BLOCKS

DESCRIPTION

- 910-1.1 This item shall consist of furnishing, fabricating, and installing reinforced precast concrete parking blocks in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.
- 910-1.2 This item shall include the removal of parking blocks and any hardware. Removals shall then be given to the airport or disposed of offsite, as determined with the coordination with the Airport.

MATERIALS

- 910-2.1 Concrete shall meet the requirements of Item 610 Structural Portland Cement Concrete.

CONSTRUCTION METHODS

- 910-3.1 Attachment to the pavement shall be made with #4 reinforcing bars, 24 inches in length. The bars shall be driven flush with the top of the block.
- The Contractor shall protect the blocks until final acceptance of the contract. Any blocks that are damaged previous to final acceptance shall be removed and replaced at the Contractor's expense.
- 910-3.2 Existing parking blocks shall be salvaged, removed and turned over to the Airport at the Airport Maintenance Facility or hauled and disposed of offsite.

METHOD OF MEASUREMENT

- 910-4.1 The quantity of parking blocks to be paid for under this item shall be the number of units installed in place.
- 910-4.2 The measurement for parking block removal will be paid per each removal as measured in the field, completed and accepted.

BASIS OF PAYMENT

- 910-5.1 Payment will be made at the contract unit price for each parking block installed as specified in place, complete and accepted. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and assembly of these materials and for all labor, equipment, tools, and incidentals necessary to complete this item.
- 910-5.2 The accepted quantities of parking block removals will be paid for at the contract unit price per each which price and payment shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete the work to the satisfaction of the Engineer

Payment will be made under:

- Item AR910410 – Parking Block – per each.
Item AR800285 – Remove Parking Block – per each.
Item AS800285 – Remove Parking Block – per each.

ITEM 910430 – TRAFFIC MAINTENANCE (ROADWAY)

DESCRIPTION

910-1.1 This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection.

Work zone traffic control and protection shall be as shown in the plans and in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

The traffic control shown on the plans represents the minimum required combination of traffic control devices needed for a particular construction operation. Conditions created by the Contractor's operation which are not covered by the plans shall be delineated by devices as directed by the Engineer at no additional cost to the Contract. Revisions or modifications of the traffic control shall have the written approval of the Engineer.

Traffic control shall be installed sequentially in the direction of the traffic flow and removed in reverse order. Advance warning signs shall be erected prior to channelizing devices and shall remain until all devices have been removed from the pavement.

The traffic control shall remain in place only as long as needed and shall be removed when directed by the Engineer. Signs that do not apply to current conditions shall be removed, covered, or turned from the view of motorists.

MATERIALS

910-2.1 The traffic control signage shall meet current IDOT criteria.

Materials for the sign, posts, and other parts required for this item shall follow the requirements of the IDOT Standard Specification for Road & Bridge Construction (Latest Edition), Section 701.

CONSTRUCTION METHODS

910-3.1 The traffic control and protection construction shall meet the requirements of IDOT Standard Specification for Road & Bridge Construction (Latest Edition), Section 701.

METHOD OF MEASUREMENT

910-4.1 The measurement for traffic control and protection will be measured as a lump sum. Where the Contractor's operations result in daily changing, or two or more work areas, each work area installation will not be paid for separately, but shall be included in the lump sum price for the type of protection furnished.

BASIS OF PAYMENT

910-5.1 Payment for traffic control and protection will be paid for at the contract unit price per lump sum.

Payment will be made under:

Item AR910430 – Traffic Maintenance (Roadway) – per lump sum.

DIVISION IV – DRAINAGE

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

MATERIALS

751-2.6 FRAMES, COVERS, AND GRATES

ADD: Structure A-5 grate shall be replaced with Neenah R-4370 Type D grate or approved equivalent to match existing grates in the parking lot.

751-2.9 PRECAST DRAINAGE STRUCTURES

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

751-2.10 ADJUSTING RINGS

Adjustment rings shall be Neenah R-1779 series or approved equivalent.

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.

751-3.11 ADJUSTING RINGS

The rectangular grate shall be adjusted using a rectangular adjustment ring. If an adjustment is not available in the size/style, the Contractor shall adjust the inlet to the proposed elevation by performing and pouring a concrete adjustment collar for the inlet.

BASIS OF PAYMENT

751-5.1 ADD:

Payment will be made under:

Item AR751940 – Adjust Inlet – per each.

Item AR751927 – Replace Frame & Grate – per each.

ITEM 754 – CONCRETE GUTTERS, DITCHES, AND FLUMES

DESCRIPTION

754-1.1 ADD:

This item consists of IDOT Standard Portland Cement Concrete Curb Type B-6.12 constructed in conformance with these specifications at the specified locations in accordance with the dimensions, lines and grades as shown on the plans or required by the Resident Engineer.

CONSTRUCTION METHODS

754-3.2 DELETE: The 3rd paragraph.

ADD: Dummy joints shall be sawed in the curb and gutter at the locations of sawed joints in the concrete pavement. The joints shall be sawed 3/8" wide by 1" deep. The joints shall be sealed with joint sealer meeting Item 605. Cost to be included in the unit price for the curb and gutter.

At all locations where castings are to be incorporated in the curb and gutter, a 1' expansion joint shall be installed in the curb and gutter the distance from each side of the casting shown in the plans.

Where the casting and section of curb is adjacent to concrete roadway, the joint between the gutter and the pavement shall be keyed. No tie bars shall be installed in this joint between the two expansion joints in the curb at structures.

All expansion joints shall be constructed with a minimum 1" thick preformed expansion joint filler conforming to the cross section of the curb and gutter and shall be provided with a 1" diameter x 18" coated smooth dowel bar. The dowel bar shall be fitted with a cap having a punched stop that will provide a minimum of 1" of expansion.

754-3.3 BACKFILLING

ADD: Fill material for grade adjustment shall be select granular material meeting the requirements for select granular backfill of Item 701 of these Special Provisions or an IDOT FA-02 sand.

754-3.6 CURB & GUTTER FLARES

Where required, gutter flag shall be widened to provide outflow to drainage swales from the gutter. Flares shall be constructed in accordance with details in the plans. The curb shall be continuous through the flares.

METHOD OF MEASUREMENT

754-4.1 DELETE: This paragraph.

ADD: Concrete curb and gutter shall be measured in place along the face of the curb. Curb and gutter flares will not be measured separately from the curb face.

BASIS OF PAYMENT

754-5.1 ADD: Depressed curb shall be paid for as curb.

Payment will be made under:

Item AR754212 – Concrete Curb Type B – per linear foot.

Item AR754900 – Remove Concrete Curb – per linear foot.

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 edge lighting, cabling, signage, access, staging, etc.) shall be incidental to the project.

CONSTRUCTION METHODS

901-2.2 DELETE: This section.

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

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:

Payment will be made under:

Item AR901510 – Seeding – per acre.

ITEM 905 – TOPSOILING

DESCRIPTION

905-1.1 ADD:

Existing topsoil shall be stripped from excavation and embankment areas and below proposed pavements and stockpiled outside of the grading limits. The surface of all disturbed areas shall be covered with a layer of topsoil, as needed, to facilitate drainage and the growth of turf.

CONSTRUCTION METHODS

905-3.1 GENERAL

DELETE: The first sentence.

ADD:

A four (4) inch minimum layer of topsoil shall be spread evenly over the disturbed areas outside the proposed pavement to facilitate drainage and the growth of turf.

905-3.3 DELETE: The third paragraph.

905-3.4 CHANGE: In the first sentence the word “uniform” to “minimum”.

ADD: When constructing Item 152, the contractor shall consider the thickness of topsoil to be spread over the compacted surface to ensure that final grade constructed including the topsoil is to the lines and grades shown in the plans.

METHOD OF MEASUREMENT

905-4.1 DELETE: This section.

905-4.2 DELETE: This section.

BASIS OF PAYMENT

905-5.1 DELETE: This section.

ADD: No individual payment will be made for the spreading of topsoil. Topsoiling shall be considered incidental to Item 152.

ITEM 908 – MULCHING

DESCRIPTION

908-1.1 ADD:

Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as edge lighting, cabling, signage, access, staging, etc.) shall be incidental to the project.

MATERIALS

908-2.1 MULCH MATERIAL

DELETE: The first paragraph.

ADD:

Manufactured heavy duty hydraulic mulch shall be used as mulching material.

908-2.3 EXCELSIOR BLANKET

ADD:

Excelsior blanket shall meet the requirements of IDOT Standard Specifications for Road and Bridge Construction (Latest Edition) Section 1081 – Materials for Planting sub section 1081.10 Erosion Control Blankets (a).

CONSTRUCTION METHODS

908-3.3 CARE AND REPAIR

REVISE: This section to read:

- A. The Contractor shall care for the mulched or matted areas until final acceptance of the project. Such care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the Resident Engineer, and erecting any barricades that may be shown on the plans before or immediately after mulching or matting has been completed on the designated areas.
- B. The Contractor shall be required to repair or replace any mulching or excelsior blanket that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the Resident Engineer, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor. However, once the Contractor has completed the mulching and excelsior blanket placement of any area in accordance with the provisions of the specifications and to the satisfaction of the Resident Engineer, no additional work at his/her expense will be required, but subsequent repairs and replacements deemed necessary by the Resident Engineer shall be made by the Contractor and will be paid for as additional or extra work.

BASIS OF PAYMENT

908-5.1 ADD:

Mulching shall be completed for areas disturbed by the contractor's operations and shall be considered incidental to the contract.

Payment will be made under:

Item AR908510 - Mulching – per acre.

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:

- 2/C #6 600 V UG Cable, Direct Bury
- 1/C #6 Ground, Direct Bury

EQUIPMENT AND MATERIALS

108-2.9 TAPE

DELETE: This section.

CONSTRUCTION METHODS

108-3.8 TESTING

DELETE: This section.

ADD: All testing shall be performed in the presence of the Engineer.

The existing field circuits within the working limits of this contract, which are not scheduled to be added or deleted from, shall be megged BEFORE any work is performed in the presence of the Engineer. Any subsequent damage to these existing circuits shall be immediately repaired at no cost to the contract such that megger readings taken after completion of the repair shall be, as a minimum, equal to the reading taken before the work began.

Two types of tests are to be conducted on each existing circuit, which is to be added to or modified before any work is performed, as follows:

(a) Disconnect the cables from the constant current regulator and measure the end to end conductor resistance of the airfield lighting cable loop using an ohmmeter and record the measured value. Compare the measured value with the value calculated by multiplying the total cable length (in thousand feet) times the published cable resistance in Ohms per thousand feet. Large discrepancies, 1k Ohms or more, indicate faulty connections, splices, or bad cable.

(b) With the airfield lighting cables disconnected, measure the cable insulation resistance, from the conductor to ground, using a 500V minimum megohm meter (megger). Test each cable for a minimum of one minute to allow readings to stabilize before recording the test values. For new cable, insulation resistance should be 50 megohms for cable less than 10,000 feet long, 40 megohms for cable 10,000 to 20,000 feet long and 30 megohms for cable over 20,000 feet long. For cables 20 years old, the values would be approximately 0.5 megohms, 0.4 megohms and 0.3 megohms respectively and values less than these indicate faulty cable insulation, connectors, splices or a damaged cable.

If test measurements indicate a faulty existing cable, notify the Owner so repairs can be made.

New cables or cable segments shall be tested after installation as defined in (a) and (b) above. New cable insulation resistance should measure a minimum of 50, 40, or 30 megohms, depending upon length, as described in (b) above.

New cables for visual NAVAIDS and other devices shall be tested after installation, but before connection to those devices.

New cables installed by the Contractor that do not meet the requirements above shall be replaced by the Contractor at his expense.

108-3.11 TERMINATIONS AND CONNECTIONS

REPLACE:

“Cast Splice Kit” with “In-Line Splice Kit” in the third paragraph.

108-3.12 RESTORATION

ADD: Restoration, seeding and mulching of disturbed areas beyond the limits shown in the plans shall be incidental to the project.

METHOD OF MEASUREMENT

108-4.2 DELETE: This Section.

BASIS OF PAYMENT

108-5.1 ADD:

Payment will be made under:

Item AR108506 – 2/C #6 600 V UG Cable – per linear foot.

Item AR108756 – 1/C #6 Ground – per linear foot.

**ITEM AR110 – INSTALLATION OF AIRPORT
UNDERGROUND ELECTRICAL DUCT**

DESCRIPTION

110-1.1 ADD: This item shall consist of the installation of the following:

- Directional Bore

EQUIPMENT AND MATERIALS

110-2.1 GENERAL

ADD: Shop drawings and certifications shall be submitted for all components of this section. Included with the shop drawing submittal, the contractor shall submit all Buy American Certifications.

The Contractor shall provide a complete itemized listing of equipment and materials proposed for incorporation into the work. Each itemization shall include an item number, the quantity of items proposed, and the name of the manufacturer. Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents shall be provided.

Special tools and test equipment required for maintenance and testing of the products shall be supplied by the Contractor.

Instructions necessary to check out, troubleshoot, repair, and replace components of the systems, including integrated electrical and mechanical schematics and diagrams and diagnostic techniques necessary to enable operation and troubleshooting after acceptance of the system shall be provided.

110-2.2 STEEL CONDUIT

NOT USED.

110-2.3 PLASTIC CONDUIT

NOT USED.

110-2.4 SPLIT CONDUIT

NOT USED.

110-2.5 CONDUIT SPACERS

NOT USED.

110-2.9 BUY AMERICAN

ADD: All materials for this item shall meet the requirements of the Buy American Preference as stated in Appendix 2. 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

NOT USED.

110-3.3 DUCTS WITHOUT CONCRETE ENCASEMENT

NOT USED.

110-3.4 DUCT MARKERS

NOT USED.

110-3.5 BACKFILLING

NOT USED.

110-3.6 BACKFILLING

NOT USED.

METHOD OF MEASUREMENT

110-4.1 DELETE: This section.

ADD: The directional boring to be paid for shall be the number of lineal feet installed, measured in place, completed and accepted.

110-4.2 DELETE: This section.

BASIS OF PAYMENT

110-5.1 ADD:

Payment will be made under:

Item AR110000 – Directional Bore – per lineal foot.

APPENDIX 1
SWPPP
7 Pages



Storm Water Pollution Prevention Plan

Route _____
Section University of Illinois – Willard Airport
County Champaign

Marked _____
Project No. CMI-4269

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 - Willard Airport and the Illinois Department of Transportation - Division of Aeronautics propose to relocate the entrance roadway and rehabilitate the old terminal and FBO parking lots with associated improvements at the University of Illinois - Willard Airport in Savoy, IL. The project includes widening of the egress road to provide two way traffic, removal of the existing entrance road, removal and replacement of the ring road, mill and overlay with full depth bituminous repairs of the parking lots with associated adjustment of storm sewer inlets 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 pgs., as necessary):

The improvements will consist of the following:

- Site grading for the construction of the new widening of the egress road.
-Site grading for the removal and backfill of the existing entrance road.

c. The total area of the construction site is estimated to be 6.5 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities 1.25 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 grading silt fence 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.
 - **Excelsior Blanket** - A preformed protective blanket of straw or other plant residue, or plastic fibers formed into a mat, usually with a plastic mesh on one or both sides. The purposes of this practice are to protect the soil surface from raindrop impacts and overland flow during the establishment of grass or other vegetation, and to reduce soil moisture loss due to evaporation.
 - **Mulching** - The application of plant residues and other suitable materials to the soil surface. The purposes of this practice are to prevent erosion and prevent surface compaction or crusting, foster growth of vegetation, improve aesthetics, and control weeds.

- (ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

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

- **Inlet Protection** - In-place before all earthmoving activities to prevent waterborne silts from entering the existing storm drain system. The purpose of this practice is to help prevent sediment from entering storm drains until the contributing watershed is stabilized and allows early use of the storm drainage system.
- **Silt Fence** - A temporary barrier of entrenched geotextile fabric stretched across and attached to supporting posts used to intercept sediment-laden runoff from small drainage areas of disturbed soil. The purpose of this practice is to cause deposition of transported sediment load from sheet flows leaving disturbed areas.

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.

6. Failure to Comply:

Failure to Comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



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: Widen Air Carrier Apron

Route _____

Marked _____

Section University of Illinois – Willard Airport

Project No. CMI-4269

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

APPENDIX 2
Buy American Requirements
6 Pages



U.S. Department
of Transportation

**Federal Aviation
Administration**

Memorandum

Subject: **ACTION:** Program Guidance Letter 10-02

Date: February 24, 2010

From: Manager, Airports Financial Assistance Division,
APP-500

Reply to Attn. of: Nancy S. Williams
202-267-8822

To: PGL Distribution List

We are issuing this Program Guidance Letter on Buy American requirements.



Frank J. San Martin

Guidance for Buy American on Airport Improvement Program (AIP) or American Recovery and Reinvestment Act (ARRA) projects.

In accepting AIP or ARRA funding, grant recipients are certifying that they will not acquire (or permit any contractor or subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP or ARRA funded portion of a project, grant recipients must either:

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Request a waiver to use non-US produced products, or
3. Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list.

The AIP funded portion of a project includes the grant recipient's local share.

Types of Waivers

There are four types of waivers to Buy American:

1. Public interest waiver;
2. Insufficient quantity AND quality for ARRA (AIP projects allow waivers for insufficient quantity OR quality);
3. 60% or more of the components and subcomponents in the facility or equipment are of US origin and final assembly is in the US; or
4. Applying Buy American increases the cost of the overall project by more than 25%.

Many pieces of equipment are constructed with some non-US produced components or subcomponents. Therefore, it is expected that the majority of grants will have waivers issued unless the project is constructed of materials that already have a nationwide waiver.

Nationwide Waiver

Much of the equipment that is frequently used on AIP or ARRA projects has been reviewed by FAA Headquarters and a nationwide waiver has been issued. The Nationwide Buy American conformance list is posted on the www.faa.gov website at the following address:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/
by clicking the tab, "Equipment Meeting Buy American Requirements"

If the equipment is on the nationwide waiver list, no additional waiver is required.

Who can Issue Waivers

Only FAA headquarters may issue waivers for reasons 1 and 2. FAA field offices (Regional Offices and/or Airports District Offices) may issue waivers for reasons 3 and 4.

For block grant state projects, the FAA must issue the waivers. Block grant states are not allowed to issue a waiver.

Defining the Project, Facility and Equipment, and Final Assembly Location in the 60%/US final assembly waiver

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

Project

The “**Project**” is generally the project that is being bid. The “Project” does not extend over multiple grants or phases, even though the overall project may be phased or may be built in multiple bid packages.

Facility or Equipment

- For a building, the portion of the building that is being funded under the AIP or ARRA grant is the “**facility**” listed in the waiver.
- For other projects, the bid items as described in the latest edition of FAA Advisory Circular 5370-10 will generally be the “**equipment**” referred to in the waiver except for airfield electrical equipment.
- For airfield electrical equipment, the “L-” items listed in the Addendum to FAA Advisory Circular 5345-53C, latest edition will generally be the “**equipment**” referred to in the waiver.
- For a vehicle or single piece of equipment like a snow plow or ARFF vehicle, the single vehicle itself is the “**equipment.**”

Final Assembly Location and Labor Exclusion

Final assembly is the substantial transformation of the various components and subcomponents into the equipment. For a building, the final assembly is actual construction of the building.

- For any project other than a building project, the final assembly location is the location where the equipment is assembled, **not the project site itself.**
- For a building, the final assembly location is the airport building site.

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

Common Materials that are waived or excluded from Buy American - Cement, Concrete, Asphalt and Steel

Cement and concrete is excluded from the Buy American preference requirements (although the steel used for reinforcement, ties, stirrups, etc. must meet Buy American.)

Asphalt and other petroleum products are waived as an excepted item under AMS Guidance T3.6.4.1.e: Foreign Acquisition – Definitions identifying Asphalt as a petroleum product.

Steel is specifically identified in the statute. Therefore, all rebar and discrete, identifiable steel components must be manufactured in the United States.

FAA Waiver

After the FAA has determined that the final assembly location is in the US and the percent of US components and subcomponents is above 60%, a waiver may be issued. **The waiver is for the single project – not a nationwide waiver.**

What Information is required to Issue a Waiver (AIP and ARRA) and for the Federal Register Notice (ARRA)

For waiver type 3, a waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.”

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

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for either equipment or for a building:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.

For equipment, the following additional information is required:

- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item (not the airport site)

- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

For a building, the following additional information is required:

- The building (called the facility in the Buy American statute) for which the waiver is being requested
- The manufacturer and country of origin of the US and non-US materials that will be used in the building,
- For a building, the location of the final assembly is the airport site
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

Grant recipients are urged to submit waiver requests as early as possible.

Waivers that are issued on ARRA projects must be included in a Federal Register notice, which will generally be published on a quarterly basis.

Sample Letter of Approval of Waiver:

When FAA is satisfied that a waiver may be issued based on the 60%/US final assembly criteria, a letter must be written to the airport sponsor approving the waiver. The text of the letter follows.

A copy of the letter must be forwarded to APP-500 along with a copy of the supporting documentation that was submitted by the airport for the waiver. The information used in the letter will be the basis of the Federal Register notice. The Federal Register notice may include copies of the waiver letters or will be a tabular listing of the waivers. Therefore, regions must forward both a *.pdf copy of the signed letter and an editable copy of the letter.

XXXX Airport
 AIP-Project No. X-XX-XXXX-XX
 Project Name
 Waiver of Buy American Requirements

I have reviewed the request for Waiver of Buy American Requirement submitted XXX for the use of XXXXX equipment on the subject project. The information submitted by the airport for:

Item for which waiver is being issued: i.e L-831 Transformers
 Manufacturer:
 Final Assembly Location:

Percent US Components and Subcomponents:

The information submitted satisfies the requirement for waiver of the requirements of the Buy American per 49 USC Section 50101 based on over 60% of the cost of components and subcomponents to be used in the project being produced in the United States.

The waiver is hereby approved for use on this AIP grant project.

Common Misconceptions

- Belief that if a manufacturer is "FAA-certified" that Buy America has been satisfied. This is not true. The FAA certification certifies that technical standards have been met. However, FAA-certified equipment manufactured outside the U.S. does not meet Buy America provisions of the AIP unless a waiver has been issued.
- Misconception that the North America Free Trade Act (NAFTA) exempts equipment manufactured in Mexico or Canada from "Buy America" requirements. This is not true for AIP or ARRA projects.

Text of Buy American statute from 49 United States Code §50101

§ 50101. Buying goods produced in the United States

(a) **Preference.**— The Secretary of Transportation may obligate an amount that may be appropriated to carry out section [106 \(k\)](#), [44502 \(a\)\(2\)](#), or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) **Waiver.**— The Secretary may waive subsection (a) of this section if the Secretary finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) when procuring a facility or equipment under section [44502 \(a\)\(2\)](#) or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title—

(A) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and

(B) final assembly of the facility or equipment has occurred in the United States; or

(4) including domestic material will increase the cost of the overall project by more than 25 percent.

(c) **Labor Costs.**— In this section, labor costs involved in final assembly are not included in calculating the cost of components.