

## **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.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index> 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 [DOT.D&Econtracts@illinois.gov](mailto:DOT.D&Econtracts@illinois.gov).

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

## **BID SUBMITTAL GUIDELINES AND CHECKLIST**

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

## **BID SUBMITTAL CHECKLIST**

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

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

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

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

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

**Page 11 (Paragraph 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 completed Form A.

**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”.

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

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

# 1A

## 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 January 15, 2016**

### **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. LE049**  
**Lewis University Airport**  
**Romeoville, Illinois**  
**Will County**  
**Illinois Project No. LOT-4425**  
**SBG Project No. 3-17-SBGP-120**

**For engineering information, contact Ronald M. Hudson, AICP of Hanson Professional Services, Inc. at (630) 368-2059.**

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

**PLEASE MARK THE APPROPRIATE BOX BELOW:**

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



**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

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

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

**Contract No. LE049  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-4425  
SBG Project No. 3-17-SBGP-120**

**Rehabilitate Taxiways N1, N2, & R1 and Portions of Taxiway R**

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

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

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000 .....	\$150	\$2,000,000	to	\$3,000,000 .....	\$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 will be made payable to the Treasurer, State of Illinois.

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

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

**Attach Cashier's Check or Certified Check Here**

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

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

Item \_\_\_\_\_

Airport \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

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STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - LE049

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 12/08/15  
 RUN TIME - 192527

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
WILL	197	01	LEWIS UNIVERSITY	3-17-SBGP-XX	LO-T -4425

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

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR110502	2-WAY CONCRETE ENCASED DUCT	L.F.	57.000 X		=		
AR110551	EXTEND DUCT	L.F.	61.000 X		=		
AR110900	REMOVE DUCT	L.F.	43.000 X		=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR150520	MOBILIZATION	L.S.	1.000 X		=		
AR150540	HAUL ROUTE	L.S.	1.000 X		=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	9,695.000 X		=		
AR156510	SILT FENCE	L.F.	342.000 X		=		
AR156513	SEPARATION FABRIC	S.Y.	11,088.000 X		=		
AR156520	INLET PROTECTION	EACH	25.000 X		=		
AR162606	CLASS E GATE-6'	EACH	1.000 X		=		
AR162900	REMOVE CLASS E FENCE	L.F.	124.000 X		=		
AR162905	REMOVE GATE	EACH	1.000 X		=		
AR209608	CRUSHED AGG. BASE COURSE - 8"	S.Y.	3,300.000 X		=		
AR209612	CRUSHED AGG. BASE COURSE - 12"	S.Y.	7,788.000 X		=		

LEWIS UNIVERSITY  
WILL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - LE049

ECMS002 DTGECM03 ECMR003 PAGE 2  
RUN DATE - 12/08/15  
RUN TIME - 192527

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401613	BIT. SURF. CSE.-METHOD I, SUPERPA	TON	1,315.000 X		=		
AR401650	BITUMINOUS PAVEMENT MILLING	S.Y.	790.000 X		=		
AR401660	SAW & SEAL BIT. JOINTS	L.F.	1,960.000 X		=		
AR401665	BITUMINOUS PAVEMENT SAWING	L.F.	2,342.000 X		=		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	10,500.000 X		=		
AR403613	BIT. BASE CSE.-METHOD I, SUPERPAV	TON	2,361.000 X		=		
AR501665	PCC PAVEMENT SAWING	L.F.	59.000 X		=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	181.000 X		=		
AR602510	BITUMINOUS PRIME COAT	GAL.	3,232.000 X		=		
AR603510	BITUMINOUS TACK COAT	GAL.	2,881.000 X		=		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	4,841.000 X		=		
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	341.000 X		=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	534.000 X		=		
AR701512	12" RCP, CLASS IV	L.F.	172.000 X		=		
AR701518	18" RCP, CLASS IV	L.F.	117.000 X		=		



LEWIS UNIVERSITY  
WILL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - LE049

ECMS002 DTGECM03 ECMR003 PAGE 3  
RUN DATE - 12/08/15  
RUN TIME - 192527

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR701524	24" RCP, CLASS IV	L.F.	471.000	X	=		
AR701900	REMOVE PIPE	L.F.	104.000	X	=		
AR705506	6" PERFORATED UNDERDRAIN	L.F.	3,410.000	X	=		
AR705630	UNDERDRAIN INSPECTION HOLE	EACH	3.000	X	=		
AR705640	UNDERDRAIN CLEANOUT	EACH	9.000	X	=		
AR705900	REMOVE UNDERDRAIN	L.F.	2,398.000	X	=		
AR705903	REMOVE UNDERDRAIN INSP. HOLE	EACH	2.000	X	=		
AR705904	REMOVE UNDERDRAIN CLEANOUT	EACH	4.000	X	=		
AR751410	INLET	EACH	2.000	X	=		
AR751540	MANHOLE 4'	EACH	2.000	X	=		
AR751550	MANHOLE 5'	EACH	2.000	X	=		
AR751568	MANHOLE 8'	EACH	1.000	X	=		
AR751903	REMOVE MANHOLE	EACH	1.000	X	=		
AR800921	PCC PATCH	S.Y.	284.000	X	=		
AR800926	CA-6 AGGREGATE BACKFILL	C.Y.	3,050.000	X	=		

LEWIS UNIVERSITY  
WILL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - LE049

ECMS002 DTGECM03 ECMR003 PAGE 4  
RUN DATE - 12/08/15  
RUN TIME - 192527

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR800927	GRANULAR DRAINAGE SUBBASE - 6"	S.Y.	7,788.000 X			=	
AR800928	GRANULAR DRAINAGE SUBBASE - 4"	S.Y.	3,300.000 X			=	
AR800944	CL. E FENCE 10' BARB W/2' BUR. GA	L.F.	119.000 X			=	
AR800950	ADJUST MANHOLE AND REPLACE CASTIN	EACH	4.000 X			=	
AR800964	CA-3 AGGREGATE BACKFILL	C.Y.	81.000 X			=	
AR901510	SEEDING	ACRE	3.000 X			=	
AR905510	TOPSOILING (FROM ON SITE)	C.Y.	1,075.000 X			=	
AR908510	MULCHING	ACRE	3.000 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.

LEWIS UNIVERSITY  
WILL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - LE049

ECMS002 DTGECM03 ECMR003 PAGE 5  
RUN DATE - 12/08/15  
RUN TIME - 192527

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

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AS800995	UPGRADE FENCE MATERIALS TO VINYL	L.S.	1.000 X			=	
AS800996	UPGRADE GATE MATERIALS TO VINYL	L.S.	1.000 X			=	

SUBTOTAL ALT 1 \$ 

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CONTRACT - LE049

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

NOTE:

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

##### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or 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, not making a submission to a vendor portal or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

### **D. Revolving Door Prohibition**

Section 50-30. Revolving door prohibition.

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

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

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offers, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### **G. Insider Information**

Section 50-50. Insider information.

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

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

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

### **III. CERTIFICATIONS**

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 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**

Section 50-14 Environmental Protection Act violations.

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

### **F. Educational Loan**

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3

Pursuant to the Educational Loan Default Act, no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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

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

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/33E-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.

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

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

## RETURN WITH BID

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

### **H. International Anti-Boycott**

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

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

### **I. Drug Free Workplace**

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

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

### **J. Disclosure of Business Operations in Iran**

Section 50-36 of the Code 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 may 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 on the attached document.



**RETURN WITH BID**

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

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

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

\_\_\_\_\_ **NA-FEDERAL** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$50,000 and all submissions to a vendor portal 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 100 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 individual 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 individual 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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual 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 individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual that is authorized to execute contracts for your company.

## RETURN WITH BID

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

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

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by 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 \$50,000, 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)**

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

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

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

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

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

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

**RETURN WITH BID**

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

---

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

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

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

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

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

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

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

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



RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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 all bids.

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 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' Act 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 Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID



Contract No. LE049  
 Lewis University Airport  
 Romeoville, Illinois  
 Will County  
 Illinois Project No. LOT-4425  
 SBG Project No. 3-17-SBGP-120

**PART I. IDENTIFICATION**

Dept. of 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

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												

TABLE B

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. LE049  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-4425  
SBG Project No. 3-17-SBGP-120**

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

Company \_\_\_\_\_

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY**

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
Yes\_\_\_\_ No\_\_\_\_
  
2. If your answer is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? Yes\_\_\_\_ No\_\_\_\_

**RETURN WITH BID**

**Contract No. LE049  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-4425  
SBG Project No. 3-17-SBGP-120**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

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

(IF AN INDIVIDUAL) Signature of Owner \_\_\_\_\_

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

\_\_\_\_\_

---

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

By \_\_\_\_\_

(IF A CO-PARTNERSHIP) Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

---

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

By \_\_\_\_\_

(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. \_\_\_\_\_ SBG Pr. No. \_\_\_\_\_ Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

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

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary Certification for Principal and Surety**

STATE OF ILLINOIS,  
County of \_\_\_\_\_

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

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

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

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

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

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



**Division of Highways  
Proposal Bid Bond  
(Return with Bid)**



Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, \_\_\_\_\_

as PRINCIPAL, \_\_\_\_\_

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

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

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

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

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
(Name of Notary Public)

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

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

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



**(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 Lewis University Airport  
Section \_\_\_\_\_  
Project LOT-4425  
County Will County  
Letting Date January 15, 2016  
Contract No. LE049  
Letting Item No. 1A

Total Bid \_\_\_\_\_  
Contract DBE Goal 4.5% \_\_\_\_\_  
(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



PROPOSAL ENVELOPE



# 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. LE049  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-4425  
SBG Project No. 3-17-SBGP-120**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

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

### **E. Section 42 of the Environmental Protection Act**

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer		_____ Date

## RETURN WITH SUBCONTRACT

### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

#### B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 Individual 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 individual 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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual 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 individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual 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 Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

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

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

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

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

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

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

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**RETURN WITH SUBCONTRACT**

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

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

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

**3. Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

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

Name of person(s): \_\_\_\_\_  
Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ 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 SUBCONTRACTOR listed on the previous page.**

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 a.m., January 15, 2016. 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 10:00 a.m.

2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. LE049  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-4425  
SBG Project No. 3-17-SBGP-120**

**Rehabilitate Taxiways N1, N2, & R1 and Portions of Taxiway R**

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 Lewis University Airport administration building. For engineering information, contact Ronald M. Hudson, AICP of Hanson Professional Services, Inc. at (630) 368-2059.

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 4.5%.

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 November 13, 2015 and the Construction Plans dated November 13, 2015 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 102 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

Randall S. Blankenhorn  
Acting Secretary



ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS

**REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS**

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

**DISADVANTAGED BUSINESS POLICY**

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

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

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

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

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

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

**SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

**Effective: September 1, 2000**

**Revised: January 2, 2016**

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, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

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. The 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 4.5% 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 for 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 website at:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.
  - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to [DOT.DBEP@illinois.gov](mailto:DOT.DBEP@illinois.gov) or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation  
Bureau of Small Business Enterprises  
Contract Compliance Section  
2300 South Dirksen Parkway, Room 319  
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization 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 scanned or 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 names and addresses 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 Utilization 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; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. 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 that 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 documents sufficient commercially useful DBE work 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 document 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. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (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 or 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 for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
  - (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the 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 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 documentation and 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 consideration, 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 DBE regular dealer or DBE 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 DBE Participation Commitment 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) **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 or AER 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.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (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 reasonable 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 listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special

Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, 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 2 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. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (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 Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

#### **SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)**

**Effective: June 2, 2012**

**Revised: April 2, 2015**

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Resident Engineer on Division of Aeronautics Form "AER 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports 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.

#### **SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS**

**Revised: April 1, 2011**

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

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

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

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

#### **SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS**

**Revised: January 1, 2006**

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

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

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

When progress payments are made to the Contractor according to Article 90-07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The

Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

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

**Effective: February 1, 1969**

**Revised: January 1, 2010**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every subcontractor; and that it will also so include the provisions or paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **SPECIAL PROVISION FOR NPDES CERTIFICATION**



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

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

The Airport Owner or its Agent will:

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

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

#### **SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS**

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 102 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.



# **Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**

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## 1. REQUIRED CONTRACT PROVISIONS.

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

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

### GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

### GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference
- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Governmentwide Debarment and Suspension
- 6) Governmentwide Requirements for Drug-free Workplace

### GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

### FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

**REQUIRED CONTRACT PROVISIONS.**

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

**All Contracts Regardless of Funding Source**

- a. Civil Rights – General
- |                         |                                 |
|-------------------------|---------------------------------|
| Civil Rights – Title VI | <b>All AIP Funded Contracts</b> |
|-------------------------|---------------------------------|
- a. Access to Records and Reports
  - b. Affirmative Action Plan
  - c. Buy American Preferences
  - d. Civil Rights – General
  - e. Civil Rights - Title VI
  - f. Disadvantaged Business Enterprises
  - g. Energy Conservation Requirements
  - h. Federal Fair Labor Standards Act (Minimum Wage)
  - i. Lobbying and Influencing Federal Employees
  - j. Occupational Safety and Health Act
  - k. Rights to Inventions
  - l. Trade Restriction Clause
  - m. Veteran’s Preference

**Additional Provisions for AIP Funded Contracts that are \$2,000 and greater**

- a. Copeland Anti-Kickback
- b. Davis Bacon Requirements

**Additional Provisions for AIP Funded Contracts that are \$10,000 and greater**

- a. Affirmative Action
- b. Equal Employment Opportunity
- c. Nonsegregated Facilities
- d. Termination of Contract

**Additional Provisions for AIP Funded Contracts that are \$25,000 and greater**

- a. Debarment and Suspension

**Additional Provisions for AIP Funded Contracts that are \$100,000 and greater**

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls
- c. Contract Work Hours and Safety Standards

## **2. ACCESS TO RECORDS AND REPORTS.**

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

### **APPLICABILITY.**

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### **MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

#### **ACCESS TO RECORDS AND REPORTS**

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

## **3. AFFIRMATIVE ACTION REQUIREMENT.**

(Reference: 41 CFR part 60-4, Executive Order 11246)

### **APPLICABILITY.**

Incorporate in all AIP-funded construction contracts and subcontracts that exceed \$10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

### **MANDATORY CONTRACT LANGUAGE.**

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

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

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

- A. Timetables
- B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
- C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of 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 is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer

identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

#### **AFFIRMATIVE ACTION PLAN.**

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

## **4. BREACH OF CONTRACT TERMS.**

(Reference 2 CFR § 200 Appendix II(A))

#### **APPLICABILITY.**

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

#### **MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

### **BREACH OF CONTRACT TERMS**

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

## **5. BUY AMERICAN PREFERENCE.**

(Reference: 49 USC § 50101)

#### **APPLICABILITY.**

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

#### **REQUIREMENTS.**

- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.
- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change



the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:

- (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
- (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
- (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,
  - (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
  - (ii) final assembly of the facility or equipment has occurred in the United States.

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

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

## **6. CIVIL RIGHTS - GENERAL.**

(Reference: 49 USC § 47123)

### **APPLICABILITY.**

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

### **MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

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

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

## 7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

### APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

### MANDATORY CONTRACT LANGUAGE.

#### **Title VI Solicitation Notice**

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **Title VI Solicitation Notice:**

The sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI Clauses for Deeds Transferring United States Property**

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY (As Applicable)**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (**Title of Sponsor**) will accept title to the lands and maintain the project constructed thereon in accordance with (**Name of Appropriate Legislative Authority**), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (**Title of Sponsor**) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (**Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (**Title of Sponsor**) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (**Title of Sponsor**), its successors and assigns.

The (**Title of Sponsor**), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (**Title of Sponsor**) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM (As Applicable)**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (**Title of Sponsor**) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (**Title of Sponsor**) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (**Title of Sponsor**) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (**Title of Sponsor**) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM (As applicable)**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **8. CLEAN AIR AND WATER POLLUTION CONTROL.**

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

### **APPLICABILITY.**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000)

### **MANDATORY CONTRACT LANGUAGE.**

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

## **9. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.**

(Reference: 2 CFR § 200 Appendix II (E))

### **APPLICABILITY.**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

### **MANDATORY CONTRACT LANGUAGE.**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

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

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

**3. Withholding for Unpaid Wages and Liquidated Damages.**

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

**4. Subcontractors.**

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

## **10. COPELAND “ANTI-KICKBACK” ACT.**

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

**APPLICABILITY.**

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

**MANDATORY CONTRACT LANGUAGE.**

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

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

## **11. DAVIS-BACON REQUIREMENTS.**

(Reference: 2 CFR § 200 Appendix II(D))

**APPLICABILITY.**

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

**MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

### **DAVIS-BACON REQUIREMENTS**

**1. Minimum Wages**

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

at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

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

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

2 Withholding.

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



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

### 3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

#### 5. Compliance With Copeland Act Requirements.

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

#### 6. Subcontracts.

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

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

## **12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

### **APPLICABILITY.**

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

Incorporate in all contracts and subcontracts that exceed \$25,000.

### **MANDATORY CONTRACT LANGUAGE.**

#### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

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

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

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

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

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

### **13. DISADVANTAGED BUSINESS ENTERPRISE.**

(Reference: 49 CFR part 26)

#### **APPLICABILITY.**

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

#### **MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

#### **DISADVANTAGED BUSINESS ENTERPRISES**

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

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

### **14. ENERGY CONSERVATION REQUIREMENTS.**

(Reference 2 CFR § 200 Appendix II(H))

#### **APPLICABILITY.**

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

#### **MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(H):

#### **ENERGY CONSERVATION REQUIREMENTS**

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

### **15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.**

(Reference 41 CFR § 60-1.4, Executive Order 11246)

#### **APPLICABILITY.**

Incorporate contract language and specifications into all construction contracts and subcontracts that exceed \$10,000 and are financed under the AIP program.

### **MANDATORY CONTRACT LANGUAGE.**

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

### **EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

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

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

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

### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

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 (OFCCP), U.S. 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:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) 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
- (4) 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 shall 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 18.7a through 18.7p 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 a geographical area 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 in meeting 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 non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall 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 onsite 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 at 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 therefore along with whatever additional actions the contractor 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 female 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 agreement; 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 foremen, 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 non-segregated 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 supervisor's 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 (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p 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, if the 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 specific 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 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment 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 number, 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 this 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).

## **16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).**

(Reference: 29 USC § 201, et seq.)

### **APPLICABILITY.**

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

### **MANDATORY CONTRACT LANGUAGE.**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.



Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

## 17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

### APPLICABILITY.

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

#### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

## 18. NONSEGREGATED FACILITIES REQUIREMENT.

(Reference: 41 CFR § 60-1.8)

### APPLICABILITY.

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices must be placed within the solicitation for proposals. The actual certification must be incorporated in the contract agreement.

### MANDATORY CONTRACT LANGUAGE AND NOTICE.

#### NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

#### Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

**Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

**19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.**

(Reference 20 CFR part 1910)

**APPLICABILITY.**

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

**MANDATORY CONTRACT LANGUAGE.**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<b>Requirement</b>	<b>Federal Agency with Enforcement Responsibilities</b>
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**20. RIGHT TO INVENTIONS.**

(Reference 2 CFR § 200 Appendix II(F))

**APPLICABILITY.**

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

**MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

**RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**21. TERMINATION OF CONTRACT.**

(Reference 2 CFR § 200 Appendix II(B))

**APPLICABILITY.**

Incorporate in all contracts and subcontracts that exceed \$10,000.

**MANDATORY CONTRACT LANGUAGE.**

**TERMINATION OF CONTRACT**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**22. TRADE RESTRICTION.**

(Reference: 49 CFR part 30)

**APPLICABILITY.**

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

**MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

**TRADE RESTRICTION CLAUSE**

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

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

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

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

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

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

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

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

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

## **23. TEXTING WHEN DRIVING.**

(References: Executive Order 13513, and DOT Order 3902.10)

### **APPLICABILITY.**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

### **MANDATORY CONTRACT LANGUAGE.**

By adopting the Applicability Language, the following contract language will meet the intent and requirement for Texting When Driving:

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

## 24. VETERAN'S PREFERENCE.

(Reference: 49 USC § 47112(c))

### APPLICABILITY.

The Veteran's preference clause found in 49 USC § 47112(c) applies to all AIP-funded projects and must be included in all contracts and subcontracts that involve labor

### MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 49 USC § 47112(c) is as follows:

#### VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

## 25. APPENDICES.

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
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#### APPENDIX B

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

<u>Economic Area</u>	<u>Goal (percent)</u>
056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White	3.5

IN - Dubois, Knox, Perry, Pike, Spencer  
 KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster

081 Terre Haute, IN:	
Non-SMSA Counties -	2.5
IL - Clark, Crawford	
IN - Parke	
083 Chicago, IL:	
SMSA Counties:	19.6
1600 Chicago, IL -	
IL - Cook, DuPage, Kane, Lake, McHenry, Will	
3740 Kankakee, IL -	9.1
IL - Kankakee	
Non-SMSA Counties	18.4
IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam	
IN - Jasper, Laporte, Newton, Pulaski, Starke	
084 Champaign - Urbana, IL:	
SMSA Counties:	
1400 Champaign - Urbana - Rantoul, IL -	7.8
IL - Champaign	
Non-SMSA Counties -	4.8
IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085 Springfield - Decatur, IL:	
SMSA Counties:	
2040 Decatur, IL -	7.6
IL - Macon	
7880 Springfield, IL -	4.5
IL - Mendard, Sangamon	
Non-SMSA Counties	4.0
IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	
086 Quincy, IL:	
Non-SMSA Counties	3.1
IL - Adams, Brown, Pike	
MO - Lewis, Marion, Pike, Ralls	
087 Peoria, IL:	
SMSA Counties:	
1040 Bloomington - Normal, IL -	2.5
IL - McLean	
6120 Peoria, IL -	4.4
IL - Peoria, Tazewell, Woodford	
Non-SMSA Counties -	3.3
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL -	6.3
IL - Boone, Winnebago	
Non-SMSA Counties -	4.6
IL - Lee, Ogle, Stephenson	
098 Dubuque, IA:	
Non-SMSA Counties -	0.5

IL - JoDaviess  
 IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik  
 WI - Crawford, Grant, Lafayette

099 Davenport, Rock Island, Moline, IA - IL:	
SMSA Counties:	
1960 Davenport, Rock Island, Moline, IA - IL -	4.6
IL - Henry, Rock Island	
IA - Scott	
Non-SMSA Counties -	3.4
IL - Carroll, Hancock, Henderson, Mercer, Whiteside	
IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
MO - Clark	
107 St. Louis, MO:	
SMSA Counties:	
7040 St. Louis, MO - IL -	14.7
IL - Clinton, Madison, Monroe, St. Clair	
MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	
Non-SMSA Counties -	11.4
IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson	
MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	

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

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

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

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

SECTION III

SPECIAL PROVISIONS

LEWIS UNIVERSITY AIRPORT (LOT)  
ROMEDEVILLE, WILL COUNTY, ILLINOIS

REHABILITATE TAXIWAYS N1, N2 & R1 AND PORTIONS OF TAXIWAY R

SBG PROJECT NO. 3-17-SBGP-XX  
ILLINOIS PROJECT NO. LOT-4425

NOVEMBER 13, 2015



Hanson Professional Services Inc.  
815 Commerce Drive, Suite 200  
Oak Brook, Illinois 60523  
630.990.3800



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GENERAL

These Special Provisions, together with applicable Standard Specifications, Manuals, Policies, Memorandums, Worksheets, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates, which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation (IDOT), Division of Aeronautics (Division) for the following improvement project at Lewis University Airport, Romeoville, Will County, Illinois:

☐ **Rehabilitate Taxiways N1, N2 & R1 and Portions of Taxiway R**

This Project is to rehabilitate Taxiways N1, N2 and R1 and portions of Taxiway R at Lewis University Airport including, among other incidental work, the following items:

- ☐ Placement of temporary soil erosion control measures.
- ☐ Provision of traffic maintenance.
- ☐ Provision of required unclassified excavation.
- ☐ Installation of drainage layer, aggregates and Bituminous (HMA) taxiway pavements.
- ☐ Installation of underdrains and required storm sewer pipe and structures.
- ☐ Placement of pavement markings.
- ☐ Topsoiling, seeding and mulching along new pavement edges.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Illinois Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, adopted April 1, 2012, as revised (Standard Specifications), shall govern the Project except as otherwise revised or noted in these Special Provisions dated November 13, 2015. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2012, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS  
 MANUALS, POLICY MEMORANDUMS, AND TEMPLATES

The Illinois Department of Transportation, Division of Aeronautics, Manuals, Policy Memorandums, and Templates that are incorporated into this Project by reference are listed below. Also provided is a notation as to whether all or a portion of each applicable Manual, Policy Memorandum, and Template has been modified by these Special Provisions.

**It is the Bidder's and Contractor's responsibility to review and incorporate into their bid and work, the requirements contained in these Manuals, Policy Memorandums, and Templates.** Copies of each manual, policy memorandum and template can be found on the Illinois Department of Transportation, Illinois Division of Aeronautics webpage at: <http://www.idot.illinois.gov/doing-business/procurements/construction-services/contractors-resources/index>.

**Manuals**

<u>Title</u>	<u>Modified by Special Provisions</u>
Airport Construction Documentation Manual	No
Manual for Documentation of Airport Materials	No

**Policy Memorandums**

<u>No.</u>	<u>Title</u>	<u>Modified by Special Provisions</u>
07-21	Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications	No
87-2	Density Acceptance of Bituminous Pavements	No
87-4	Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes	No
96-1	Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing	No
96-3	Requirements for Quality Assurance on Projects with Bituminous Concrete Paving	No
97-2	Pavement Marking Paint Acceptance	No
2001-1	Requirements for Cold Weather Concreting	No
2003-1	Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixtures for Airports	No
	Bituminous Mix Design Memorandum	No
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Cold Weather Concreting Plan		No
Hot Mix Asphalt (HMA) Quality Control Plan		No

DIVISION I

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

The Work shall be provided in accordance with Section 10 of the Standard Specifications.

SECTION 20

ADVERTISEMENT, BIDDING, AWARD, AND CONTRACT EXECUTION

The Work shall be provided in accordance with Section 20 of the Standard Specifications.



SECTION 40

SCOPE OF WORK

Revise Section 40 of the Standard Specifications as follows:

40-05      MAINTENANCE OF TRAFFIC. Add the following Paragraphs:

"Construction of the project shall be performed in accordance with the guidelines specified in FAA Advisory Circular 150/5320-2 (current issue) and the Airport Rules and Regulations (as published on Lewis University Airport's website at <http://www.flylot.com> under JRPD Ordinances and Minutes (except fees for vehicle driving permits shall **not** be paid)). Any Contractor activities required for Project safety shall be incidental to the Contract.

"To minimize disruptions to Airport operations, construction operations must be controlled throughout the Project's duration, and work must be completed expeditiously. A Construction Phasing Plan detailing the sequencing of the Contractor's Work throughout the Project is included in the Plans. The Contractor shall provide his written acceptance of the Project Construction Phasing Plan at the Pre-construction Conference. Any and all changes to the Construction Phasing Plan that may be requested by the Contractor must be approved by the Project Engineer and the Airport Owner. It shall be the Contractor's responsibility to provide sufficient advance notice of any proposed phasing change to permit consideration and approval by the Project Engineer and the Airport Owner. The Contractor shall not be entitled to any extra compensation nor extension to the Contract time because of a phasing change request nor for any time necessary in receiving the required approvals. The Contractor shall expedite work at those stages where active runways, taxiways, hangar access, aprons, roadways or parking lots must be closed, to minimize the length of time that Airport operations are restricted.

"At the Pre-construction Conference, the Contractor shall provide a "Contractor Coordination Plan" that coordinates his work with the work of his subcontractors and the work of other contractors of other on-going Airport projects.

"The Contractor shall erect and maintain, at no cost to the Contract, directional and informational signs for the Contractor's access routes at the existing construction entrances and for the Contractor's route within the Airport operations area, as noted on the plans or as directed by the Resident Engineer. Where contractor equipment is operating within active aircraft operations areas, radio-equipped flaggers shall be furnished by the Contractor. Continuous pavement sweeping shall be furnished to remove debris from active aircraft movement paths. The cost of traffic control/flaggers and pavement sweeping shall be incidental to the Contract.

"The Contractor shall not have access to any part of the active airfield (runways, taxiways or aprons) for any equipment or personnel without the approval of the Resident Engineer and the Airport Owner. Activities within the Airport Operations Area (AOA) are subject to federal access control. Because of the high requirements for airport security and safety, the following requirements must be adhered to:

- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. Each person or vehicle entering the Contractor area shall do so in accordance with the policies and procedures of the Airport Owner. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.

- ❑ Should any Contractor personnel be identified as noncompliant with any vehicle driving safety requirements in this Project Safety Plan or in the Airport Vehicle Operations Regulations, such drivers shall be penalized by rescission of their on-airport driving privileges, and their access to the Construction Limit Area when operating vehicles shall be revoked.
- ❑ The Contractor will be required to be in contact with Airport Operations. This will keep the Contractor in contact with Airport personnel and enable the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel.

"The project will require the closing of Runway 9-27 during a portion of the work. The Contractor shall place, and operate, and maintain the lighted runway closure markers furnished by the Airport Owner, as detailed in the Plans. The cost of this work shall be incidental to the Contract. To minimize disruption to aircraft operations associated with the runway closure, construction work must be completed expeditiously. **Runway closings shall only be permitted by prior authorization of the Resident Engineer and the Airport Owner, and in accordance with the Phasing Plan.** When the runway is to be closed, the Airport Owner will de-energize airport/runway NAVAIDs, and airfield lighting power and control circuits when required by the Contractor's activities. The Contractor shall not proceed with further work until after the required changes to the airport power and control circuits have been made by the Airport Owner.

"The Contractor shall furnish, place, maintain, relocate, and remove temporary barricades on airfield taxiways and other pavement surfaces as shown and detailed in the Construction Plans, or as directed by the Resident Engineer. The cost of this work shall be incidental to the Contract.

"The Contractor shall remain within the Construction Limits Line shown in the Plans. When outside these limits, all Contractor activities shall remain more than 250 feet from the centerline and 300 feet from the end of active Runway 9-27, and 250 feet from the centerline and 1,000 feet from the end of active Runway 2-20. For work near taxiways and aprons, the Contractor's personnel and equipment must remain at least 44.5 feet from active Category I taxiway centerlines, 65.5 feet from active Category II taxiway centerlines, and 93 feet from active Category III taxiway centerlines, 44.5 feet from active T-hangar taxiway centerlines, and ten (10) feet from active apron edges. (All taxiways in the Project work area are either Category I (44.5 feet), or Category II (65.5 feet), or Category III (93 feet), as shown in the Phasing Plan.) When construction operations must be conducted within these separations, the pavement must be closed to aircraft activity by the Contractor by providing temporary barricades as shown in the Plans, and in the case of runway pavements, closed runway markers. **No closure of any runway will be permitted for this Project, except as shown in the Phasing Plan.**

"The Contractor shall keep all of his equipment and personnel at least 15 feet from the edge of any active roadway or auto parking pavement. When his activities require working within 15 feet of the road/pavement edge, the Contractor shall provide for traffic control in accordance with IDOT Specifications (highway standards).

"Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness. No open trenches shall be allowed within the Runway Safety Area (RSA) or the Taxiway Safety Area (TSA) when the runway or taxiway is open to air traffic (including overnight). The RSA is defined as 75 feet from the centerline and 300 feet from the end of Runway 9-27, and 250 feet from the centerline and 1,000 feet from the end of Runway 2-20. The TSA is measured at 24.5 feet from the Category I taxiway centerline, 39.5 feet from the Category II taxiway centerline, and 59 feet from the Category III taxiway centerline, and 24.5 feet from the T-hangar taxiway centerline. No vertical drop of greater than 3-inches in height from pavement edge to earth grade or earth grade to earth grade within the RSA or TSA will be permitted when the runway or taxiway is open to air traffic. The Contractor will have steel plates on-site to allow for the rapid covering of trenches or earth drops in the event of unexpected work stoppages for weather or airport emergencies.

"When not in use and during non-working hours, Contractor's equipment shall be parked within the Contractor's equipment storage and parking areas. The equipment storage and parking areas are to be located as shown on the Phasing Plan. The Contractor will be responsible for maintaining the construction entrances and Contractor areas in good condition. The cost of maintaining the construction entrance and Contractor areas is to be incidental to the contract. The Contractor shall protect all existing pavement edges from damage from construction equipment and haul vehicles.

"Contractor's access to the project when on Airport property is shown in the Plans. Contractor's access to the Airport itself is to be provided by public rights-of-way. The Contractor is to secure all necessary permits for the use of any public rights-of-way and is to maintain traffic on these public roads at all times, with the costs of permitting, cleaning and repairing of pavement damaged by contractor's activities incidental to the Contract. Use of and repairs to any public facilities are to be completed to the satisfaction of the facility's owner.

"The Contractor is to provide temporary construction roads within the Construction Limit Lines as may be required by his activities. Heavy vehicles shall not cross existing pavement surfaces except as approved by the Airport Owner and the Resident Engineer. Any damage to pavements that may occur by the Contractor's activities shall be repaired at the Contractor's expense and to the satisfaction of the Airport Owner and the Resident Engineer. For haul routes made by Contractor through grassed areas, Contractor shall grade, level, topsoil, seed and mulch at the end of the Project, cost incidental to the Contract.

"The Contractor is to provide an equipment storage and parking area at the locations shown in the Plans. It is the Contractor's responsibility to maintain the access roads and the storage area during construction and to restore the areas at project completion to conditions suitable to the Airport Owner and the Resident Engineer. At the Airport Owner's discretion, the temporary facilities may remain, but they must be left in conditions suitable to the Airport Owner. The cost of providing, maintaining and restoring the temporary facilities is incidental to the Contract.

"At no time shall the contractor operate or park equipment so as to obstruct active Part 77 Airport Imaginary Surfaces. Contractor's equipment shall extend no higher than 20 feet. Cranes shall not be used during instrument weather conditions or at night. Cranes shall be lowered when not in use.

"The Contractor must notify the Resident Engineer and the Airport Owner three (3) days in advance of any required partial or complete closing of any taxiway or apron. The date, time and scheduled duration of the closing must be approved by the Resident Engineer and the Airport Owner. The Contractor shall notify the Resident Engineer and Airport Owner 72 hours in advance of the Contractor's closing of other active roadways, airfield or roadway lighting circuits, or other Airport facilities.

"All work shall be completed in accordance with the approved Project Safety Plan, issued by the Illinois Division of Aeronautics. Failure to use these prescribed procedures or adhere to the safety requirements will result in the suspension of work."

SECTION 50

CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

50-06      CONSTRUCTION LAYOUT STAKES. Add the following to RESPONSIBILITY OF THE CONTRACTOR, Paragraph G:

"These grades shall be furnished by the Contractor to the Project Engineer and shall include: the final grade for subgrade for new pavements established under Item 152; the first/final lift of granular drainage subbase for new pavements furnished under Item 800927 (including pay items AR800927 and AR800928); the final lift of crushed aggregate base course furnished under Item 209 (including pay items AR209608 and AR209612); the first and final lifts of HMA base course furnished under Item 403, and; the final pavement surface furnished under Item 401. Surveying shall also be furnished by the Contractor after any constructed surface for which deviations from Plan grade elevations and/or slopes that are greater than those allowed in the Standard Specifications or these Special Provisions are identified by the Resident Engineer."

50-12      LOAD RESTRICTIONS. Add the following:

"By submitting his bid, the Contractor acknowledges that the existing Airport pavements are of the "light-duty" type, requiring his consideration of construction vehicle weights. Any damage to existing Airport pavements shall be repaired by the Contractor at his own expense and to the satisfaction of the Airport Owner and the Resident Engineer.

"The Contractor shall acquaint himself with the load restrictions of all local streets, roadways and highways intended for use as access/haul roads.

"The Contractor shall erect and maintain, at no cost to the Contract, directional and informational signs for the Contractor's access routes at the existing construction entrance and for the Contractor's route within the Airport and Airport Operations Area, as noted in the Plans or as directed by the Resident Engineer."

SECTION 60

CONTROL OF MATERIALS

Revise Section 60 of the Standard Specifications as follows:

60-05      RESIDENT ENGINEER'S FIELD OFFICE. Add the following:

"The Contractor will be required to furnish and maintain a Resident Engineer's Field Office throughout the Project, in accordance with Item 150510 ENGINEER'S FIELD OFFICE."

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

The Work shall be provided in accordance with Section 70 of the Standard Specifications.

SECTION 80

PROSECUTION AND PROGRESS

Revise Section 80 of the Standard Specifications as follows:

80-04 PROSECUTION AND PROGRESS. Add the following:

"Phases N2, N3 and N5 of the Construction Phasing Plan require the temporary closure of Runway 9-27, which is critical to Airport users. Due to the significant operational impact that such closures have on the operation of the Airport, Contractor activities in Phase N2 shall be completed within five (5) consecutive calendar days; Contractor activities in Phase N3 shall be completed within five (5) consecutive calendar days, and Contractor activities in Phase N5 shall be completed within two (2) consecutive calendar days. (Should Phases N2 and N3 be performed simultaneously, these combined Phases shall be completed within seven (7) calendar days.) The starts for Phases N2, N3 and N5 shall be coordinated with and prior-approved by the Resident Engineer and the Airport Owner at least 72 hours in advance of their respective start. The Contractor shall make use of expedited work techniques such as: use of pre-cast structures for underdrain and electrical items; use of pre-assembled lighting and other assemblies; work extra or extended daily working hours, including night work, and; engage additional or extra work crews, and other procedures that may reasonably be expected to allow for the completion of the work specified in Phases N2, N3 and N5 work within the allowed calendar days. The cost of furnishing extra workers, extra equipment, and longer work days, and constructing and furnishing pre-cast items and other measures necessary to complete the work, shall be incidental to the Contract cost. Landscaping/restoration shall be performed as part of the Phases N2, N3 and N5 time limits. The costs for these pre-preparations, expanded/additional work days, and scheduling requirements shall not be paid for separately, but shall be included in the Contract cost."

80-09 FAILURE TO COMPLETE ON TIME. Add the following:

"The Phasing Plan as included in the Construction Plans requires the completion of Phases N2, N3 and N5 within a specific number of calendar days, as listed in Paragraph 80-04 of the Special Provisions, which is necessary to minimize the adverse operational effects associated with the work. Failure to complete the specified work within the noted calendar days and time limits shall also be considered as an overrun in Contract time in the Contract time table for each calendar day the Phase N2, Phase N3, or Phase N5 limitation is exceeded, whether or not the entire work is completed within the overall Contract time."

SECTION 90

MEASUREMENT AND PAYMENT

The Work shall be provided in accordance with Section 90 of the Standard Specifications.



DIVISION II

PAVING CONSTRUCTION DETAILS

EARTHWORK

ITEM 150510

ENGINEER'S FIELD OFFICE

Revise Item 150510 of the Standard Specifications as follows:

CONSTRUCTION METHODS

150-2.1 Add the following to the first Paragraph:

"Should sanitary facilities that are an integral part of the office not be practicable, temporary toilet facilities shall be provided. The temporary facilities must be of a size to **permit use by access-challenged** persons. A **separate** facility for hand washing must also be available and maintained. Solid waste disposal consisting of two (2) waste baskets and an outside trash container of sufficient size to accommodate a weekly-provided pick-up shall be furnished."

Replace Item H. in the list of equipment to be furnished by the Contractor with the following:

"H. One (1) telephone, with touch tone, where available, and telephone answering machine connected to one dedicated phone line, or a cellular phone with voicemail, for exclusive use by the Resident Engineer."

Replace Item I. in the list of equipment to be furnished by the Contractor with the following:

"I. One dry process copy machine (including maintenance and operating supplies) capable of both collating and reproducing prints up to a Ledger Size (11" by 17"); the copier shall be interconnected with Items J. and N. to permit printing directly from the router and the scanner (a separate printer (with maintenance and operating supplies) may also be permitted)."

Replace Item J. in the list of equipment to be furnished by the Contractor with the following:

"J. One (1) Windows<sup>®</sup>-compatible scanner configured to operate with the wireless router furnished in this item (Item N. as added to the list of items to be furnished), and capable of producing images of documents sized up to 11 inch by 17 inch, for the exclusive use by the Resident Engineer."

Add the following to the list of equipment to be furnished by the Contractor:

"N. Available for the exclusive use of the Resident Engineer, an Internet service connection using telephone DSL, cable broadband, or wireless (4G minimum speed) technology. Additionally, an 802.11g/n wireless router shall be provided, which will allow connection by the Resident Engineer and up to four engineer staff.

"O. One (1) 800 watt, 0.8 cubic foot microwave oven.

"P. Two (2) 28-quart wastebaskets with 8-gallon trash bags.

"Q. One (1) first aid cabinet - fully equipped."

**NOTE:** Item K. in the Standard Specifications for this item shall **NOT** be furnished for this Project.

Add:

150-2.2 ALTERNATE METHOD FOR FURNISHING ENGINEER'S FIELD OFFICE. In lieu of furnishing a mobile or temporary facility meeting the space requirements for the Engineer's Field Office, the Contractor may at his option make arrangements with the Airport Owner for the use of an Airport Office and attached toilet as the method for furnishing the office and toilet space/area needs prescribed in Paragraph 150-2.1. This space is available for rent, paid directly to the Airport Owner, at the rent of \$750.00 per month (for each month or portion of each month within the Contract calendar days awarded). Even though the Contractor may elect to use the available Airport office space, the Contractor shall still be required to provide all of the furnishings and equipment listed in Items A through Q of Paragraph 150-2.1.

#### BASIS OF PAYMENT

150-3.1 Revise this Section to read:

"The building fully equipped as specified herein will be paid for at the Contract unit price per lump sum for Engineer's Field Office. This price shall include all utility costs and shall reflect the salvage value of the building, equipment, and furniture, which become the property of the Contractor after release by the Resident Engineer. All telephone calls within Area Code 815 and to Area Codes 217, 224, 312, 331, 630, 708, 773, 779, 815 and 847 shall be included in the cost of the Engineer's Field Office. The Resident Engineer shall reimburse the Contractor for all long distance calls outside of these area codes.

"Payment will be made under:

"Item AR150510 Engineer's Field Office - per lump sum."

ITEM 150520

MOBILIZATION

This Item shall be provided in accordance with Section 150520 of the Standard Specifications.

Payment will be made under:

Item AR150520      Mobilization - per lump sum.

ITEM 150540

HAUL ROUTE

DESCRIPTION

150540-1.1 This item shall consist of furnishing and maintaining in good condition a haul route for heavy equipment at the location and in accordance with the details shown in the Plans. This item shall also include the Contractor's construction and restoration of any additional equipment paths within the Construction Limits determined by the Contractor to be necessary to complete the Project.

This item shall also include the provision, maintenance, and removal at Project end, of a suitable concrete wash-out pit to manage liquid and solid wastes from concrete usage and to prohibit on-site and off-site discharge of polluted water, in accordance with the Illinois Urban Manual and the Project NPDES permit issued by the Illinois Environmental Protection Agency.

This item shall also include directional and informational signs directing the routes to be used by Contractor's, subcontractors and suppliers for this Project.

MATERIALS

150540-2.1 MATERIALS. Materials used in completing this item shall meet the individual requirements of the Standard Specifications and Special Provisions. Materials include:

- |                                       |  |
|---------------------------------------|--|
| a. Excavation and Embankment          | Item 152 (as modified in these Special Provisions) |
| b. Filter Fabric                      | As Specified Below                                 |
| c. Fractured Stone                    | As Specified Below                                 |
| d. Corrugated Metal Pipe              | IDOT Specifications                                |
| e. Construction Traffic Control Signs | IDOT Standards                                     |
| f. Concrete Wash-out Pit              | As Specified Below                                 |

CONSTRUCTION METHODS

150540-3.1 METHODS. This item shall be completed in the following manner:

- a. Excavation. The existing grade shall be excavated to the widths and depths detailed in the Plans. This excavation shall not be measured and separate payment shall not be made.
- b. Filter Fabric. Fabric shall meet the requirements for separation fabric, described in Item 156513 of the Standard Specifications, except the material shall not be measured and separate payment shall not be made.
- c. Fractured Stone. Stone shall be of the type(s) noted on the Plans, be from an IDOT-approved aggregate source, and be acceptable to the Resident Engineer, except the material shall not be measured and separate payment shall not be made.
- d. Corrugated Metal Pipe. Pipe (12-inch minimum diameter) shall meet the requirements of IDOT Specifications, except the material shall not be measured and separate payment shall not be made.

- e. Construction Traffic Control Signs. Signs shall be furnished and installed in accordance with the requirements of the applicable IDOT Standards for Traffic Control and Maintenance. The signs shall be visible whenever the Contractor, subcontractor or supplier is at the Project site. Legends for the signs shall be approved by the Resident Engineer prior to their use. These signs shall not be measured for payment but shall be included in the Contract unit price for the haul route.
- f. Concrete Wash-out Pit. The concrete wash-out pit shall be constructed as detailed in the Plans, whose cost shall be included in the Contract unit price for the haul route. A commercial, pre-fabricated, relocatable pit may be furnished with the approval of the Resident Engineer.
- 150540-3.2 MAINTENANCE AND REMOVAL AT PROJECT END. The Contractor shall provide for the periodic inspection and maintenance of the route and concrete wash-out pit, and any additional paths used within the Construction Limits throughout the Project duration and at each rain event. At the discretion of the Resident Engineer, the haul route (**but not the concrete wash-out pit**) may remain at Project completion, but restored to and left in a condition satisfactory to the Resident Engineer. If directed to remove the haul route at Project completion, the Contractor shall restore the area to its original condition, including the topsoiling and seeding of disturbed areas, and whose cost shall be included in the Contract unit price for Haul Route. In all cases, the wash-out pit shall be restored to a condition acceptable to the Resident Engineer. Further, all additional paths used/constructed within the Construction Limits shall be removed and restored to the satisfaction of the Resident Engineer.

#### METHOD OF MEASUREMENT

- 150540-4.1 The quantity to be paid for Haul Route (including wash-out pit and additional construction paths) shall be measured as a lump sum and shall include all work specified herein and completed as detailed in the Plans and accepted as complete by the Resident Engineer. No material or work will be separately measured for payment.

#### BASIS OF PAYMENT

- 150540-5.1 Payment will be made at the Contract unit price per lump sum for Haul Route (including wash-out pit and additional construction paths), which shall be full compensation for all labor, materials, equipment, tools and incidentals necessary to complete the item specified and accepted.

Payment will be made under:

AR150540 Haul Route - per lump sum.

ITEM 152

EXCAVATION AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

152-1.1     DESCRIPTION. Add the following:

**"For the purposes of Excavation and Embankment in this Project, this item is to be constructed for aircraft weighing less than 60,000 pounds (Standard Proctor)."**

**"All earthwork shall be performed in accordance with the applicable NPDES Construction Site permit issued for this Project, and any applicable municipal or county ordinances or regulations."**

152-1.2     CLASSIFICATION.

Delete the second, third and fourth Paragraphs.

Add the following:

"The geotechnical investigation identifies areas for stripping of topsoil and removal of layers of topsoil at certain locations and to the depths shown in the Plans. Where required, and as shown in the Plans, backfill shall be furnished under proposed pavement areas where required to establish the proper elevations for drainage layer and pavement construction. This stabilization is to be provided by the Contractor in the following manner, as directed by the Resident Engineer:

- For locations in the North Project Area, undercut of unsuitable material at the locations and to the depths indicated on the Plans, or as directed by the Resident Engineer, and placement of CA-6 Aggregate Backfill material to the elevations shown in the Plans. Undercut shall be paid as "Unclassified Excavation", with the unsuitable material hauled and disposed of on-site at the location shown in the Plans, or in shoulder areas approved by the Resident Engineer, or used as topsoil elsewhere in the Project. CA-6 Aggregate Backfill meeting the requirements of Item 800926 shall be paid separately under Item AR800926.
- For locations in the South Project Area, undercut of unsuitable material at the locations and to the depths indicated on the Plans, or as directed by the Resident Engineer, and placement of CA-3 Aggregate Backfill material to the elevations shown in the Plans. Undercut shall be paid as "Unclassified Excavation", with the unsuitable material hauled and disposed of on-site at the location shown in the Plans. CA-3 Aggregate Backfill meeting the requirements of Item 800964 shall be paid separately under Item AR800964.

"Earthwork cut as required in the Plans may result in excess suitable and unsuitable/unstable material that cannot be incorporated into the work as fill material when constructing the lines and grades shown in the Plan. All suitable excess material shall be loaded and hauled to the on-site disposal site located on the Plans. Access to this excess material stockpile shall be as shown in the Plans. All such excess material shall be hauled to the on-site location shown in the Plans and spread to the smooth lines and grades and to the elevations noted in the Plans, or as directed by the Resident Engineer. The disposal site shall be left with neat lines and grades and sloped to drain. Initial cut (stripping or undercutting) of the material shall be paid as "Unclassified Excavation". Loading, haul and disposal of excess suitable material to the on-site disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

"Some of the excess material has been identified for use as on-site topsoil. Re-distribution of some of this material from the North Project Area to the South Project Area may be required. The haul and re-distribution of this material for use under Item AR905510, shall not be paid for separately, but shall be include in the Contract unit price for Item AR905510.

"Unsuitable/unstable material such as broken pavement or concrete pipe, and produced from excavation, shall not be used in the Work nor disposed of at the on-Airport location. Unsuitable/unstable material identified by the Resident Engineer for haul and disposal off-site shall be hauled from the Work and disposed of at an off-site location authorized to accept the material. Loading, haul and disposal of unsuitable/unstable material to the off-site disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

#### CONSTRUCTION METHODS

152-2.1    GENERAL. Add the following:

"The Contractor will proof-roll the subgrade when required by the Resident Engineer, as directed by the Resident Engineer. The cost for this proofing will not be paid for separately but shall be included in the cost for "Unclassified Excavation".

152-2.2    EXCAVATION. Add the following to the fifth Paragraph:

"Earthwork cut as required in the Plans may result in excess suitable and unsuitable/unstable material that cannot be incorporated into the work as fill material when constructing the lines and grades shown in the Plan. All suitable excess material shall be loaded and hauled to the on-site disposal site located on the Plans. Access to this excess material stockpile shall be as shown in the Plans. All such excess material shall be hauled to the on-site location shown in the Plans and spread to the smooth lines and grades and to the elevations noted in the Plans, or as directed by the Resident Engineer. The disposal site shall be left with neat lines and grades and sloped to drain. Initial cut (stripping or undercutting) of the material shall be paid as "Unclassified Excavation". Loading, haul and disposal of excess suitable material to the on-site disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

"Some of the excess material has been identified for use as on-site topsoil. Re-distribution of some of this material from the North Project Area to the South Project Area may be required. The haul and re-distribution of this material for use under Item AR905510, shall not be paid for separately, but shall be include in the Contract unit price for Item AR905510.

"Unsuitable/unstable material not used in the Work or disposed of at the on-site excess stockpile location, shall be loaded, hauled, tested/documented as may be required by state law, and disposed of at an off-site disposal site authorized to accept the debris. Unsuitable/unstable material identified by the Resident Engineer for haul and disposal off-site shall be hauled from the Work and disposed of at the off-site location authorized to accept the material. Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, testing and disposal of the excess material to the off-site disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

Add the following:

"Topsoil to be used elsewhere under this project shall be stockpiled within the construction limits, **but located so as not to violate any runway or any taxiway safety or object area criteria, or obstruct any FAR Part 77 imaginary surfaces**, until separately placed as topsoil under Item 905. Placement and storage of the topsoil shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation"."

Add the following:

"The Contractor will not be allowed to haul any materials across existing pavements, except for pavement areas shown for removal in the Plans or as shown in the Site Plan and prescribed in the Phasing Plan and the Construction Safety Plan, or to cross any unpaved areas that have been designated by the Airport Owner as used for agriculture, or which have already been seeded under this contract."

152-2.3 BORROW EXCAVATION. Delete this Section.

152-2.9 TOLERANCES. Add the following:

**"For purposes of verifying these tolerances, the Contractor shall furnish survey elevations for the prepared subgrade to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G)."**

Add:

152-2.15 DUST CONTROL WATERING. This Work shall consist exclusively of the control of dust from construction operations and not for use in the compaction of earth embankment.

Dust shall be controlled by the regular, uniform application of sprinkled water to earth surfaces and shall be applied as directed by the Resident Engineer, in a manner meeting his approval. Dust control watering shall not be paid for separately but shall be considered incidental to this item."

#### METHOD OF MEASUREMENT

152-3.2 Delete this Section.

152-3.3 Delete this Section.

Add:

152-3.4 Dust control watering will not be measured for payment, but shall be considered incidental to the Contract items for earthwork."



BASIS OF PAYMENT

- 152-4.1 Add the following:  
"Payment will be made under:  
"Item AR152410 Unclassified Excavation - per cubic yard."
- 152-4.2 Delete this Section.
- 152-4.3 Delete this Section.
- 152-4.4 Delete this Section.

ITEM 156000

EROSION CONTROL

Revise Item 156000 of the Standard Specifications as follows:

MATERIALS

156-2.1 SILT FENCE. Delete the first Paragraph of this Section and replace with the following:

"This fence shall be of either a pre-fabricated type or shall be constructed in the field, and regardless of the fabrication method, shall be of materials meeting the dimensions and material requirements shown in the Plans."

156-2.7 INLET AND PIPE PROTECTION. Revise this Paragraph to read as follows:

"Erosion control protection shall be provided for at existing drainage inlets at the locations shown in the Plans and as detailed in the Plans. The manufactured filter assembly shall be installed as shown, whose fabric conforms with the requirements of the Plans. The used filter assembly shall be disposed of off-site at a lawful disposal site when instructed by the Resident Engineer."

BASIS OF PAYMENT

156-5.1 Add the following:

"Payment will be made under:

"Item AR156510	Silt Fence - per linear foot.
Item AR156520	Inlet Protection - per each."

ITEM 156513

SEPARATION FABRIC

Revise Item 156513 of the Standard Specifications as follows:

BASIS OF PAYMENT

156513-5.1 Add the following:

"Payment will be made under:

"Item AR156513      Separation Fabric - per square yard."

FLEXIBLE BASE COURSES

ITEM 209

CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications as follows:

209-1.1      DESCRIPTION. Add the following:

"The Crushed Aggregate Base Course shall be placed upon a prepared subgrade in lifts of limited thickness as required in the Standard Specifications and to the total uniform compacted thicknesses shown in the Plans. **In accordance with Section 209-3.2, the material used in this item shall be pugmilled with water at a central mixing plant or traveling plant and placed at the material's optimum moisture content.**"

MATERIALS

209-2.1      GRADATION. Add the following:

"The **Gradation B column in Table 1**, Requirements for Gradation of Aggregate, shall be used."

CONSTRUCTION METHODS

209-3.4      FINISHING AND COMPACTING. Add the following after the first Paragraph:

**"For the purpose of compaction control testing, this item is to be constructed for aircraft weighing less than 60,000 pounds (Standard Proctor)."**

209-3.7      SURFACE GRADE ACCURACY. Add the following to this Section:

**"For purposes of this grade check, the Contractor shall furnish grade elevations for the crushed aggregate base course to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G)."**

METHOD OF MEASUREMENT

209-4.1      Delete this Section. Section 209-4.2 of the Standard Specifications shall be used.

209-4.3      Delete this Section.

BASIS OF PAYMENT

209-5.1      Add the following:

"Payment will be made under:

"Item AR209608	Crushed Agg. Base Course - 8" - per square yard.
Item AR209612	Crushed Agg. Base Course - 12" - per square yard."

ITEM 800926

CA-6 AGGREGATE BACKFILL

GENERAL

800926-1.1 This item shall consist of furnishing, placing, shaping and compacting crushed stone (CA-6) for use as an aggregate backfill in undercut areas of the existing subgrade. The material is to be placed to the elevations, lines and grades as shown in the Plans, and as directed by the Resident Engineer.

MATERIALS

800926-2.1 COARSE AGGREGATE. The crushed coarse aggregate shall conform with the requirements of Article 1004.04 of IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, and the following specific requirements:

- (a) Description. The coarse aggregate shall be gravel, crushed gravel, crushed stone, crushed concrete, crushed slag or crushed sandstone.

The granular material, if approved by the Engineer, may be produced by blending aggregates from more than one source, provided the method of blending results in a uniform product. The components of a blend may not be of the same kind of material. The source of material shall not be changed during the progress of the Work without written permission of the Engineer. Where a natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.

- (b) Quality. The coarse aggregate shall be Class D Quality or better.
- (c) Gradation. The coarse aggregate gradation shall be CA-6.
- (d) Plasticity. Gravel material shall have a plasticity index of 0 to 6 percent; crushed gravel, stone and slag material shall have a plasticity index of 0 to 4. The plasticity index requirement for crushed gravel and crushed stone may be waived if the ratio of the percent passing the No. 200 sieve to that passing the No. 40 sieve is 0.60 or less.

The plasticity index shall be determined by the method given in AASHTO T90. Where shale in any form exists in the producing ledges, crushed stone samples shall be soaked a minimum of eighteen hours before processing for plasticity index or minus No. 40 material. When clay material is added to adjust the plasticity index, the clay material shall be in a minus No. 4 sieve size.

CONSTRUCTION METHODS

800926-3.1 GENERAL. All work involved in clearing and stripping of quarries and pits, including the handling of unsuitable material, shall be performed by the Contractor at his own expense. The aggregate material shall be obtained from approved sources. The material shall be handled in a manner that shall secure a uniform and satisfactory product.

800926-3.2 EQUIPMENT. All equipment necessary for the proper construction of this Work shall be on the Project, in first-class working condition, and approved by the Resident Engineer before construction is permitted to start. Equipment available shall meet the requirements of IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, Article 206.03, of Section 206, Granular Embankment, Special.

800926-3.3 PREPARING UNDERLYING COURSE. The underlying subgrade shall be checked and accepted by the Resident Engineer before placing and spreading operations are started. Aggregate will be spread over the existing subgrade in a manner that is not injurious to the fabric. To protect the underlying course and to insure proper drainage, the spreading of the aggregate shall begin along the centerline of the area for a crowned section or on the high side of the pavement with a one-way slope.

800926-3.4 PLACING AND SPREADING. The depositing and spreading of the material shall commence where designated and shall progress without breaks. The material shall be deposited and spread in lanes in a uniform layer and without segregation of size to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

The coarse aggregate material shall be placed on the underlying subgrade and stabilization fabric in loose lifts of up to 6-inches. The aggregate, as spread, shall be of uniform gradation with no segregation or pockets of fine or coarse materials. No material shall be placed in snow or on a soft, muddy, or frozen underlying course. When more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

During the placing and spreading, sufficient caution shall be exercised to prevent the incorporation of subgrade or shoulder material in the aggregate mixture.

800926-3.5 FINISHING AND COMPACTING. After spreading, the aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one-half the width of such track. Rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and the creeping of the stone ahead of the roller is no longer visible. Rolling shall continue until the material has been compacted to not less than 95 percent of maximum density when tested in accordance with ASTM D-698 (Standard Proctor). Blading and rolling shall be done alternately, as required or directed, to obtain smooth, even and uniformly compacted backfill.

The course shall not be rolled when the underlying course is soft or yielding or when the rolling causes undulation in the aggregate course.

In areas inaccessible to rollers, the material shall be tamped thoroughly with mechanical tampers.

The sprinkling during rolling, if necessary, shall be in the amount and by equipment approved by the Resident Engineer.

800926-3.6 PROTECTION. Work on the backfill shall not be accomplished during freezing temperatures nor when the subgrade is wet. When the aggregates contain frozen materials or when the underlying course is frozen, the construction shall be stopped.

Hauling equipment may be routed over completed portions of the backfill provided no damage results and provided that such equipment is routed over the full width of the course to avoid rutting or uneven compaction. However the Resident Engineer shall have the full and specific authority to stop all hauling over completed or partially completed backfill when, in his opinion, such hauling is causing damage. Any damage resulting from routing equipment over the course shall be repaired by the Contractor at his own expense.

800926-3.7 MAINTENANCE. The backfill shall be properly drained at all times. If cleaning is necessary, any work or restitution necessary shall be at the expense of the Contractor.

METHOD OF MEASUREMENT

800926-4.1 The CA-6 Aggregate Backfill to be paid for shall be measured in place and the volume computed in cubic yards for material placed and accepted, and shall be determined from the dimensions given on the Plans or dimensions ordered by the Resident Engineer.

800926-4.2 Measurement for payment will not be made for any aggregate backfill in excess of 108 percent of Plan quantity plus (or minus) theoretical quantities authorized by the Engineer. (Maximum payment percentages apply only to those pay items paid for on the basis of volume (cubic yards) or weight (tons).)

BASIS OF PAYMENT

800926-5.1 Payment will be made at the Contract unit price per cubic yard for CA-6 Aggregate Backfill, adjusted in accordance with Paragraph 800926-4.2. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR800926      CA-6 Aggregate Backfill - per cubic yard.

ITEM 800927

GRANULAR DRAINAGE SUBBASE

GENERAL

800927-1.1 This item shall consist of furnishing, placing, shaping and compacting crushed stone for use as a granular subbase course and drainage layer. The material is to be placed to the lines and grades as shown on the Plans and as directed by the Resident Engineer.

MATERIALS

800927-2.1 COARSE AGGREGATE. The crushed coarse aggregate shall conform with the requirements of Article 1004.01 of IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, and the following specific requirements:

- (a) Description. The coarse aggregate shall be crushed gravel, novaculite, crushed stone or crushed sandstone. **Pit run gravel and gravel shall not be used for the granular subbase material.**

The granular material, if approved by the Engineer, may be produced by blending aggregates from more than one source, provided the method of blending results in a uniform product. The components of a blend may not be of the same kind of material. The source of material shall not be changed during the progress of the Work without written permission of the Engineer. Where a natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.

- (b) Quality. The coarse aggregate shall be Class D Quality or better.
- (c) Gradation. The coarse aggregate base gradation shall be CA-7.

CONSTRUCTION METHODS

800927-3.1 GENERAL. All work involved in clearing and stripping of quarries and pits, including the handling of unsuitable material, shall be performed by the Contractor at his own expense. The subbase material shall be obtained from approved sources. The material shall be handled in a manner that shall secure a uniform and satisfactory product.

800927-3.2 EQUIPMENT. All equipment necessary for the proper construction of this Work shall be on the Project, in first-class working condition, and approved by the Resident Engineer before construction is permitted to start. Equipment available shall meet the requirements of IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, Article 311.03, of Section 311, Granular Subbase.

800927-3.3 PREPARING UNDERLYING COURSE. The underlying subgrade shall be checked and accepted by the Resident Engineer before placing and spreading operations are started. The subgrade shall be free of ruts, objects and debris, but **shall not be proof rolled unless directed by the Resident Engineer.**

The crushed aggregate is to be placed over a separation fabric as specified in Item 156513. The furnishing and placement of the fabric will be paid under Item AR156513. The aggregate will be spread over the fabric in a manner that is not injurious to the fabric. To protect the underlying course and to insure proper drainage, the spreading of the aggregate shall begin along the centerline of the area for a crowned section or on the high side of the pavement with a one-way slope.



Grade control shall be provided by the Contractor shall be provided using string lines, checkboards, forms or other suitable methods that will assure that the separation fabric beneath is not damaged.

800927-3.4 PLACING AND SPREADING. The depositing and spreading of the material shall commence where designated and shall progress without breaks. The drainage layer shall be constructed in a layer of not less than 3-inches nor more than 6-inches of compacted thickness. The material shall be deposited and spread on the underlying subgrade and separation fabric in lanes of a uniform thickness and gradation, without segregation by size or pockets of fine or coarse materials, and to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

No material shall be placed in snow or on a soft, muddy, or frozen underlying course, unless directed by the Resident Engineer.

When more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

During the placing and spreading, sufficient caution shall be exercised to prevent the incorporation of subgrade or shoulder material in the base mixture.

800927-3.5 ROLLING AND COMPACTING. After spreading, the crushed aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one-half the width of such track. Rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and creeping of the stone ahead of the roller is no longer visible. The base shall be compacted to the satisfaction of the Resident Engineer.

The course shall not be rolled when the underlying course is soft or yielding or when the rolling causes undulation in the subbase course.

In areas inaccessible to rollers, the crushed aggregate material shall be tamped thoroughly with mechanical tampers.

The sprinkling during rolling, if necessary, shall be in the amount and by equipment approved by the Resident Engineer.

800927-3.6 FINISHING OF SUBBASE. Prior to final shaping, the subbase shall be brought to true shape. After the subbase has been brought to its true shape and correct elevation, the surface shall be wetted and rolled as directed by the Resident Engineer with a three-wheel or tandem roller weighing between 6 and 10 tons and weighing not less than 200 pounds/inch nor more than 325 pounds/inch of width of the roller.

After the subbase has been compacted and shaped, the surface of the subbase shall be tested for crown and elevation. The Contractor shall furnish all equipment necessary for these checks. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified, reshaped, re-compacted, and otherwise manipulated as the Resident Engineer may direct until the required smoothness and accuracy are obtained. The finished surface shall not vary more than ½-inch from a 16-foot straightedge when applied to the surface parallel with, and at right angles to, the centerline, or shall not be more than 0.05 foot from the true grade as established by grade hubs or pins.

The Contractor shall have at all times a minimum of one (1) day's production of subbase ahead of the paving.

The subbase shall be moist at the time of placing subsequent base materials. If the subbase subsequently becomes too dry, it shall be sprinkled again, in such a manner as not to form puddles of water. The Contractor shall provide water and all equipment necessary to meet this requirement. The cost of watering shall be incidental to the Contract.

800927-3.7 **TOLERANCE IN THICKNESS.** The subbase shall be constructed to the thickness shown on the Plans. Thickness determinations shall be made by depth tests or cores taken at intervals in such a manner that each test shall represent no more than 400 square yards. When the base deficiency is more than ½-inch, the Contractor shall correct such areas by scarifying, adding satisfactory base mixture, rolling, sprinkling, reshaping, and finishing in accordance with these Specifications.

The Contractor shall replace, at his expense, the subbase material where borings have been taken for test purposes.

**For purposes of determining suitability for placement of Item 209, the Contractor shall also furnish grade elevations for the granular drainage subbase to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).**

800927-3.8 **PROTECTION.** Work on the subbase shall not be accomplished during freezing temperatures nor when the subgrade is wet. When the aggregates contain frozen materials or when the underlying course is frozen, the construction shall be stopped.

Hauling equipment may be routed over completed portions of the subbase, provided no damage results and provided that such equipment is routed over the full width of the course to avoid rutting or uneven compaction. However the Resident Engineer shall have the full and specific authority to stop all hauling over completed or partially completed subbase when, in his opinion, such hauling is causing damage. Any damage resulting from routing equipment over the course shall be repaired by the Contractor at his own expense.

800927-3.9 **MAINTENANCE.** Following the completion of the subbase, the Contractor shall perform all maintenance work necessary to keep the subbase in good condition. The subbase shall be properly drained at all times. If cleaning is necessary, any work or restitution necessary shall be at the expense of the Contractor.

#### METHOD OF MEASUREMENT

800927-4.1 The Granular Drainage Subbase to be paid for shall be the measured area in square yards for each thickness of subbase course placed, bonded and accepted by the Resident Engineer.

#### BASIS OF PAYMENT

800927-5.1 Payment will be made at the Contract unit price per square yard, per each thickness indicated on the Plans, for Granular Drainage Subbase. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, for furnishing certified scales, and for all labor, equipment, tools and incidentals necessary to complete the item to the satisfaction of the Engineer.

Payment will be made under:

Item AR800927	Granular Drainage Subbase - 6" - per square yard.
Item AR800928	Granular Drainage Subbase - 4" - per square yard.

ITEM 800964

CA-3 AGGREGATE BACKFILL

GENERAL

800964-1.1 This item shall consist of furnishing, placing, shaping and compacting crushed stone (CA-3) for use in unstable or unsuitable subgrade undercut as soil stabilization for the existing subgrade. The material is to be placed to the lines and grades as shown in the Plans, and as directed by the Resident Engineer. Excavation of the subgrade soils replaced by the coarse aggregate shall be furnished at the locations shown in the Plans or as directed by the Resident Engineer, and paid for at the Contract unit price for Unclassified Excavation.

MATERIALS

800964-2.1 COARSE AGGREGATE. The crushed coarse aggregate shall conform with the requirements of Article 1004.01 of IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, and the following specific requirements:

- (a) Description. The coarse aggregate shall be pit run gravel, gravel, crushed gravel, novaculite, crushed stone, crushed concrete or crushed sandstone.

The granular material, if approved by the Engineer, may be produced by blending aggregates from more than one source, provided the method of blending results in a uniform product. The components of a blend may not be of the same kind of material. The source of material shall not be changed during the progress of the Work without written permission of the Engineer. Where a natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.

- (b) Quality. The coarse aggregate shall be Class D Quality or better.

- (c) Gradation. The coarse aggregate gradation shall be CA-3.

- (d) Plasticity. All gravel material shall have a plasticity index of 0 to 6 percent; crushed gravel, stone and slag material shall have a plasticity index of 0 to 4 percent.

CONSTRUCTION METHODS

800964-3.1 GENERAL. All work involved in clearing and stripping of quarries and pits, including the handling of unsuitable material, shall be performed by the Contractor at his own expense. The aggregate material shall be obtained from approved sources. The material shall be handled in a manner that shall secure a uniform and satisfactory product.

800964-3.2 EQUIPMENT. All equipment necessary for the proper construction of this Work shall be on the Project, in first-class working condition, and approved by the Resident Engineer before construction is permitted to start. Equipment available shall meet the requirements of IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, Article 206.03, of Section 206, Granular Embankment, Special.

800964-3.3 PREPARING UNDERLYING COURSE. The underlying subgrade shall be checked and accepted by the Resident Engineer before placing and spreading operations are started. The subgrade shall be free of ruts, objects and debris.

800964-3.4 **PLACING AND SPREADING.** The depositing and spreading of the material shall commence where designated and shall progress without breaks. The material shall be deposited and spread in lanes in a uniform layer and without segregation of size to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

The coarse aggregate material shall be placed on the underlying subgrade in loose lifts of up to 10-inches. The aggregate, as spread, shall be of uniform gradation with no segregation or pockets of fine or coarse materials. No material shall be placed in snow or on a soft, muddy, or frozen underlying course. When more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

The Contractor shall make tests to determine the relative and maximum density and the proper moisture content of the material, and this information will be available to the Resident Engineer. The material shall have a satisfactory moisture content when rolling is started, and any minor variations prior to or during rolling shall be corrected by sprinkling or aeration, if necessary. **These tests shall be used in acceptance of the compacted material, as discussed in Paragraph 800964-3.5, Finishing and Compacting. Should the materials be of such a nature that the laboratory determination of relative and maximum density is not possible, compaction shall be to the satisfaction of the Resident Engineer.**

During the placing and spreading, sufficient caution shall be exercised to prevent the incorporation of subgrade or shoulder material in the aggregate mixture.

800964-3.5 **FINISHING AND COMPACTING.** After spreading, the aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one-half the width of such track. Rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and creeping of the stone ahead of the roller is no longer visible. Rolling shall continue until the material has been compacted to not less than 75 percent relative density (equivalent to 100% maximum density when tested in accordance with ASTM D-698), as determined from tests furnished by the Contractor. Blading and rolling shall be done alternately, as required or directed, to obtain smooth, even and uniformly compacted backfill. **Should the materials be of such a nature that the laboratory determination of relative and maximum density is not possible, compaction shall be to the satisfaction of the Resident Engineer.**

The course shall not be rolled when the underlying course is soft or yielding or when the rolling causes undulation in the aggregate course.

In areas inaccessible to rollers, the material shall be tamped thoroughly with mechanical tampers.

The sprinkling during rolling, if necessary, shall be in the amount and by equipment approved by the Resident Engineer.

800964-3.6 **PROTECTION.** Work on the embankment shall not be accomplished during freezing temperatures nor when the subgrade is wet. When the aggregates contain frozen materials or when the underlying course is frozen, the construction shall be stopped.

Hauling equipment may be routed over completed portions of the backfill provided no damage results and provided that such equipment is routed over the full width of the course to avoid rutting or uneven compaction. However the Resident Engineer shall have the full and specific authority to stop all hauling over completed or partially completed backfill when, in his opinion, such hauling is causing damage. Any damage resulting from routing equipment over the course shall be repaired by the Contractor at his own expense.

800964-3.7 MAINTENANCE. The embankment shall be properly drained at all times. If cleaning is necessary, any work or restitution necessary shall be at the expense of the Contractor.

METHOD OF MEASUREMENT

800964-4.1 The CA-3 Aggregate Backfill to be paid for shall be measured in place and the volume computed in cubic yards for material placed and accepted, and shall be determined from the dimensions given on the Plans or dimensions ordered by the Resident Engineer. Water used in moisture control shall not be measured but shall be incidental to CA-3 Aggregate Backfill.

BASIS OF PAYMENT

800964-5.1 Payment will be made at the Contract unit price per cubic yard for CA-3 Aggregate Backfill. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR800964 CA-3 Aggregate Backfill - per cubic yard.

FLEXIBLE SURFACE COURSES

ITEM 401

BITUMINOUS SURFACE COURSE - SUPERPAVE

(Central Plant Hot Mix)

Revise Item 401 (Superpave) of the Standard Specifications as follows:

401-1.1      DESCRIPTION. Add the following paragraphs:

"Item 603 Bituminous Tack Coat shall be placed between this item and the Bituminous Base Course, and between the first and any subsequent lifts for this item, if applicable, in accordance with Item 603, and as approved by the Resident Engineer. **Tack Coat shall Not be deleted.**

"For purposes of materials, design and testing criteria, this item is to be constructed for **Aircraft Under 60,000 Pounds, Runway or Taxiway** and for **Method I - Under 2,500 tons/pay item.**

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 87-2, Density Acceptance of Bituminous Pavements; 87-4, Determination of Bulk Specific Density of Compacted Bituminous Mixes; 96-3, Requirements for Quality Assurance on Projects with Bituminous Concrete Paving, and; 2003-1, Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixes for Airports, current issues."

COMPOSITION

401-3.2      JOB MIX FORMULA. Add the following:

"This item is to be designed for **Aircraft Under 60,000 Pounds, Runway or Taxiway.**

401-3.4      TEST SECTION. Delete this Section (Test Section not required).

CONSTRUCTION METHODS

401-4.4      HMA PAVERS. Add the following to the end of this Section:

"Should Plan grade elevations and slopes for the Bituminous Base Course have been achieved, subject to the tolerances permitted for Item AR403613, the Contractor may use a ski-type device of not less than 30 feet in length, or as directed by the Engineer, in conjunction with the HMA paver controls. **Should Plan grade elevations and/or slopes have not been achieved for the Bituminous Base Course, taut stringline (wire) shall be used for grade control.**"

401-4.15      ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY. Add the following as the first Paragraph:

"Acceptance of the surface mix shall be performed in accordance with requirements for Method I: Under 2,500 tons/pay item."

401-4.16    SURFACE TESTS. Add the following:

"To verify conformance with Plan final grades, the Contractor shall furnish grade elevations for the final surface lift to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G)."

401-4.17    SAMPLING PAVEMENT. Add the following to the end of this Section:

"The paving shall be furnished under Method I procedures, and only coring for thickness verification shall be performed."

BASIS OF PAYMENT

401-6.1    Add the following:

"Payment will be made under:

"Item AR401613        Bit. Surf. Cse. - Method I, Superpave - per ton."

ITEM 401650

BITUMINOUS PAVEMENT MILLING

Revise Item 401650 of the Standard Specifications follows:

DESCRIPTION

401-1.1 Add the following:

"Pavement milling necessary for butting new pavement with existing pavement to remain will be measured for pavement under this item."

METHOD OF MEASUREMENT

401-4.1 Delete the last sentence of this section and replace with the following:

"Pavement milling necessary for butting new pavement with existing pavement to remain will be measured for pavement under this item."

BASIS OF PAYMENT

401-5.1 Add the following:

"Payment will be made under:

"Item AR401650 Bituminous Pavement Milling - per square yard."



ITEM 401660

SAW AND SEAL BITUMINOUS JOINTS

DESCRIPTION

- 401660-1.1 This item shall consist of a resilient and adhesive joint sealing filler capable of effectively sealing joints in bituminous asphalt pavement at the locations shown in the Plans or as directed by the Resident Engineer.

MATERIALS

- 401660-2.1 The joint sealing materials shall conform to ASTM D6690 - Type II.

CONSTRUCTION METHODS

- 401660-3.1 The Contractor shall mark true lines for each joint sealant location. Each location shall then be sawed to the depth shown on the Plans and the Saw and Seal Joints detail. The costs for sawing for joint sealant placement shall be included in the Contract unit price for Item AR401660. Prior to filling, the joint shall be thoroughly cleaned of all laitance, protrusions, dirt, dust, and other objectionable material and the faces of the joints shall be dry. The filler may then be placed at the depths shown on the Plans and in accordance with manufacturer's recommendations for this type of installation. At the time of application of the sealing compound, the atmospheric and pavement temperature shall be above 50° F. The weather shall not be rainy or foggy. The temperature requirements may be waived only when so directed by the Engineer in writing. The Contractor shall not install any joint sealer material until the Resident Engineer has inspected and approved the condition of the joints immediately prior to the installation of the sealer.

Before sealing the joints, the Contractor shall be required to demonstrate that the equipment and procedures for preparing, mixing and placing the sealing compound will produce a satisfactory joint seal. During the course of the work, any batches that do not have good consistency for application shall be rejected.

METHOD OF MEASUREMENT

- 401660-4.1 The joint sealing filler to be paid for shall be the linear feet of filler or sealer as specified, sawed and placed, complete and accepted.

BASIS OF PAYMENT

- 401660-4.1 Payment will be made at the Contract unit price per linear foot for Saw and Seal Bituminous Joints, which price shall be full compensation for the materials, labor, equipment, tools and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

Item AR401660 Saw and Seal Bit. Joints - per linear foot.

ITEM 401665

BITUMINOUS PAVEMENT SAWING

DESCRIPTION

401665-1.1 This item shall consist of a saw cut at the extremity of bituminous pavements that are to be removed by milling or by hand, or as directed by the Resident Engineer. The depth of saw shall be partial depth for milling or full depth for hand removal, as shown in the Plans or as directed by the Resident Engineer.

CONSTRUCTION METHODS

401665-2.1 The existing pavement shall be saw cut at the locations shown in the Plans or as directed by the Resident Engineer. Saw depth shall be as shown in the Plans at milling locations, or full depth at hand removal locations. During sawing and removal, should any of the pavement to remain be damaged due to a saw cut of insufficient depth, the damaged pavement shall be replaced in a manner satisfactory to the Resident Engineer. However, this pavement replacement shall not be measured for payment.

METHOD OF MEASUREMENT

401665-3.1 This item shall be measured in linear feet marked by the Resident Engineer prior to sawing. Saw cutting outside the limits marked by the Resident Engineer will not be measured for payment.

BASIS OF PAYMENT

401665-4.1 Payment will be made at the Contract unit price per linear foot for bituminous pavement sawing, which price shall be full compensation for the labor, equipment, tools and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

Item AR401665 Bituminous Pavement Sawing - per linear foot.

ITEM 401900

REMOVE BITUMINOUS PAVEMENT

Revise Item 401900 of the Standard Specifications as follows:

DESCRIPTION

401900-1.1 Revise the second Paragraph as follows:

"Within the limits shown in the Plans or as directed by the Resident Engineer, the Contractor shall remove all of the existing bituminous concrete pavement. No separate measurements will be made for various HMA thicknesses that may be encountered. Existing Crushed Aggregate Base Course removal that may be required to furnish Plan elevations shall be paid under "Unclassified Excavation"."

CONSTRUCTION METHODS

401900-2.1 Add the following to the first Paragraph:

"Sawcutting under this item shall be measured and paid under Item AR401665."

Add the following to the second Paragraph:

"Material removed shall include all of the existing bituminous concrete."

Add the following as a fifth Paragraph:

"The Contractor may use a power-operated mechanical scarifier, roto-mill, planing machine, grinder or other device to remove the asphalt surface in the area for Remove Pavement. However, this milling and disposal shall not be separately measured for payment, but shall be included in the Contract unit price for Remove Bituminous Pavement."

BASIS OF PAYMENT

401900-4.1 Add the following:

"Payment will be made under:

"Item AR401900 Remove Bituminous Pavement - per square yard."

ITEM 403

BITUMINOUS BASE COURSE - SUPERPAVE

(Central Plant Hot Mix)

Revise Item 403 (Superpave) of the Standard Specifications as follows:

403-1.1     DESCRIPTION. Add the following paragraphs:

"The Bituminous Base Course for all new pavements shall be placed upon an aggregate base prepared in accordance with Item 602 Bituminous Prime Coat **(MC-30)**. **Prime Coat shall Not be deleted.**

"For Bituminous Base Course constructed in two or more lifts, the second and succeeding lifts shall be placed upon a Bituminous Tack Coat, furnished in accordance with Item 603. Each specified tack coat application **SHALL** be required, regardless of condition of the underlying pavement.

"For purposes of materials, design and testing criteria and test section, this item is to be constructed for **Aircraft Under 60,000 Pounds, Runway or Taxiway** and for **Method I - Under 2,500 tons/pay item.**

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 87-2, Density Acceptance of Bituminous Pavements; 87-4, Determination of Bulk Specific Density of Compacted Bituminous Mixes; 96-3, Requirements for Quality Assurance on Projects with Bituminous Concrete Paving, and; 2003-1, Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixes for Airports, current issues."

COMPOSITION

403-3.2     JOB MIX FORMULA. Add the following:

"This item is to be designed for **Aircraft Under 60,000 Pounds, Runway or Taxiway.**

403-3.4     TEST SECTION. Delete this Section (Test Section not required).

CONSTRUCTION METHODS

403-4.4     HMA PAVERS. Add the following to the end of this Section:

**"For the first lift of Bituminous Base Course, taut stringline (wire) shall be used.** The grade elevations for the crushed aggregate base course furnished by the Contractor under Section 50-06 (Responsibility of the Contractor Paragraph G) shall first have been reviewed by the Project Engineer. After placement of the first base course lift, the Project Engineer shall then review the grade elevations resulting from the first lift's placement, **as furnished by the Contractor under Section 50-06 (Responsibility of the Contractor Paragraph G).** Should Plan grade elevations and slopes for the Bituminous Base Course have been achieved, subject to the tolerances permitted for Item AR403613, subsequent lifts may be constructed by the Contractor using a ski-type device of not less than 30 feet in length, or as directed by the Engineer, in conjunction with the HMA paver controls. Each paving lift shall be reviewed for conformance with Plan elevations and slopes. Should Plan grade elevations and/or slopes have not been achieved for the Bituminous Base Course, taut stringline (wire) shall be used for grade control on each subsequent lift until satisfactory grade elevations and slopes are achieved."

403-4.13     ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY. Add the following as the first Paragraph:

"Acceptance of the base mix shall be performed in accordance with requirements for Method I: Under 2,500 tons/pay item."

403-4.14     SURFACE TESTS. Add the following:

"To verify conformance with Plan Base course grades, the Contractor shall furnish grade elevations for the first and final base course lift to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G). Should grades not be achieved on the first lift, the Contractor shall develop a plan to achieve the required grades prior to paving the next lift, and shall survey each subsequent lift in accordance with Section 50-06 (Responsibility of the Contractor Paragraph G) until the Plan grades are achieved."

403-4.15     SAMPLING PAVEMENT. Add the following to the end of this Section:

"The paving shall be furnished under Method I procedures, and only coring for thickness verification shall be performed."

#### BASIS OF PAYMENT

403-6.1     Add:

"Payment will be made under:

"Item AR403613     Bit. Base Cse. - Method I, Superpave - per ton."

RIGID PAVEMENT

ITEM 501665

PCC PAVEMENT SAWING

DESCRIPTION

501665-1.1 This item shall consist of a saw cut at the extremity of PCC pavements that are to be removed as shown in the Plans or as directed by the Resident Engineer. The depth of saw shall be full-depth, for the existing South Project Area taxiway pavement thickness of 9-inches (nominal) and the 6-inches (nominal) North Project Area parking pads, or as directed by the Resident Engineer.

CONSTRUCTION METHODS

501665-2.1 The existing pavement shall be saw cut at the locations shown in the Plans or as directed by the Resident Engineer. It shall be the Contractor's responsibility to determine the actual depth of pavement prior to this saw cut. During removal, should any of the pavement to remain be damaged due to a saw cut of insufficient depth, the damaged pavement shall be replaced in a manner satisfactory to the Resident Engineer. However, this pavement replacement shall not be measured for payment.

METHOD OF MEASUREMENT

501665-3.1 This item shall be measured in linear feet marked by the Resident Engineer prior to removal. Saw cutting outside the limits marked by the Resident Engineer will not be measured for payment.

BASIS OF PAYMENT

501665-4.1 Payment will be made at the Contract unit price per linear foot for PCC pavement sawing, which price shall be full compensation for the labor, equipment, tools and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

Item AR501665      PCC Pavement Sawing - per linear foot.

ITEM 501900

REMOVE PCC PAVEMENT

Revise Item 501900 of the Standard Specifications as follows:

BASIS OF PAYMENT

501-5.1 Add the following:

"Payment will be made under:

"Item AR501900 Remove PCC Pavement - per square yard."

ITEM 800921

PCC PATCH

800921-1.1 This item shall consist of a Portland Cement concrete pavement patch constructed on a prepared subgrade, at the locations shown in the Plans. The concrete thickness shall be five (5) inches at the Hangar 100 location and four (4) inches at the Hangar 200 location, as shown in the Plans. The work shall also include the placement of steel plate inserts for hangar doors furnished by the Airport Owner for placement in the new concrete by the Contractor.

MATERIALS AND EQUIPMENT

800921-2.1 CONCRETE. Concrete materials shall meet the requirements of Item 610, Structural Portland Cement Concrete.

800921-2.2 PREMOLDED JOINT FILLER. Premolded joint filler for expansion joints shall conform to the requirements of ASTM D 1751 and shall be punched to admit the dowels where called for in the Plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by the Resident Engineer. When the use of more than one piece is authorized for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the Resident Engineer.

800921-2.3 JOINT SEALER. Hot-poured joint sealer shall be ASTM D 6690, Type II, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

800921-2.4 STEEL REINFORCEMENT. Reinforcement of panels as shown in the Plans shall be welded wire fabric of the size and dimensions shown in the Plans conforming to ASTM A185.

Reinforcement Bars will be accepted according to the current Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure".

- A. Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars.
- B. Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be coated according to ASTM A 775 and the epoxy coating shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.

800921-2.5 DOWEL AND TIE BARS. Tie bars shall be deformed steel bars and conform to the requirements of ASTM A 706, except that rail steel bars, Grade 50 or 60, shall not be used for tie bars that are to be bent or re-straightened during construction. Tie bars designated as Grade 40 in ASTM A 706 can be used for construction requiring bent bars.

Dowel bars shall be plain, round steel bars conforming to the requirements of AASHTO M 227, minimum Grade 70. The finished bars shall be saw cut and free from burrs or out-of-round ends which will prevent their slipping easily in the concrete. The bars shall be epoxy coated according to the requirements of ASTM A 775.



The sleeves for dowel bars used in expansion joints shall be metal, of an approved design to cover 2 to 3 inches of the dowel, with a closed end and with a suitable stop to hold the end of the bar at least 1 inch from the closed end of the sleeve. Sleeves shall be of such design that they will not collapse during construction.

800921-2.6 COVER MATERIAL FOR CURING. Curing materials shall be a white pigmented liquid membrane-forming compounds for curing concrete conforming to the requirements of ASTM C309, Type 2.

800921-2.7 CHEMICAL ADHESIVES. When it is necessary to anchor dowel bars to hardened concrete, a chemical adhesive shall be used. When it is necessary to anchor tie bars to hardened concrete, a chemical adhesive or non-shrink grout shall be used. The chemical adhesive resin system shall consist of a 2-part, fast setting resin and filler/hardener, and must be on the Illinois Department of Transportation's most recent Approved Chemical Adhesives List. The non-shrink grout used must be on the Illinois Department of Transportation's most recent Approved Non-Shrink Grout List. The latest list is available through the internet at the IDOT website. The adhesive shall be mixed in accordance with the manufacturer's instructions. After drilling, the hole shall be blown out with compressed air to remove any dust. The hole shall also be dry before installing dowel or tie bars. The adhesive shall be injected into the hole in a manner that fills from the back of the hole to approximately one third of its depth. When the bar is inserted, the quantity of adhesive shall be such that a small amount leaks out of the front of the hole. The Construction Manager retains the right to test the chemical adhesive or non-shrink grout used and the method of installation as a condition of approval. See Section 501-3.12 C. 1. for installation method when using non-shrink grout.

800921-2.8 EQUIPMENT. Equipment shall meet the requirements of Section 424.03 of the IDOT Specifications, Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2012, as revised.

#### CONSTRUCTION REQUIREMENTS

800921-3.1 CONSTRUCTION REQUIREMENTS. The construction shall be completed as shown in the details and notes shown in the Plans and in accordance with Sections 424.04 through 424.07, and Sections 424.10 and 424.11 of the IDOT Specifications, Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2011, as revised. **Also, placed concrete shall be cured with the cover material specified in Paragraph 800921-2.6. In addition, all expansion and sawed contraction joints shall be sealed with hot-poured joint sealer, meeting requirements of ASTM D 6690, Type II, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.** During construction, the Contractor shall also embed steel plate inserts for hangar doors, furnished by the Airport Owner, in the new concrete.

#### METHOD OF MEASUREMENT

800921-4.1 METHOD OF MEASUREMENT. Portland Cement concrete patch will be measured for payment in place, and the area computed in square yards. Joint filler and sealant shall not be measured separately for payment, but shall be incidental to the Contract unit price for sidewalk. Placement of the steel plate inserts to be furnished by the Airport Owner will not be measured separately for payment, but shall be incidental to the Contract unit price for PCC Patch.

BASIS OF PAYMENT

800921-5.1 BASIS OF PAYMENT. This work will be paid for at the Contract unit price per square yard for Portland Cement Patch, whether 5-inches thick or 4-inches thick, which price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including all required expansion joints, necessary to complete the item as specified.

Payment will be made under:

Item AR800921      PCC Patch - per square yard.

MISCELLANEOUS

ITEM 602

BITUMINOUS PRIME COAT

Revise Item 602 of the Standard Specifications as follows:

DESCRIPTION

602-1.2 QUANTITIES OF BITUMINOUS MATERIAL. Add the following:

**"MC-30 shall be used.** The quantity of prime coat shown in the Plans is based upon the application of 0.30 gallon per square yard of area. **Prime coat application SHALL be required, regardless of weather or the condition of the underlying aggregate base course."**

CONSTRUCTION METHODS

Add:

602-3.6 INDEPENDENT WEIGHT CHECKS. Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item.

METHOD OF MEASUREMENT

602-4.1 Add the following paragraph to this Section:

"Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item."

BASIS OF PAYMENT

602-5.1 Add the following:

"Payment will be made under:

"Item AR602510 Bituminous Prime Coat - per gallon."

ITEM 603

BITUMINOUS TACK COAT

Revise Item 603 of the Standard Specifications as follows:

DESCRIPTION

603-1.2 QUANTITIES OF BITUMINOUS MATERIAL. Add the following:

"The quantity of tack coat shown in the Plans is based upon the application of 0.15 gallon per square yard of area, per lift. Each specified tack coat application **SHALL** be required, regardless of condition of the underlying pavement."

CONSTRUCTION METHODS

Add:

603-3.6 INDEPENDENT WEIGHT CHECKS. Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item.

METHOD OF MEASUREMENT

603-4.1 Add the following paragraph to this Section:

"Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item."

BASIS OF PAYMENT

603-5.1 Add the following:

"Payment will be made under:

"Item AR603510 Bituminous Tack Coat - per gallon."

ITEM 610

STRUCTURAL PORTLAND CEMENT CONCRETE

Revise Item 610 of the Standard Specifications as follows:

DESCRIPTION

610-1.1 Add the following:

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 18-08.1, Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications; 96-1, Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing, and; 2001-1, Requirements for Cold Weather Concreting, current issues."

CONSTRUCTION METHODS

610-3.16 CURING AND PROTECTION. Add the following:

"All Structural Portland Cement Concrete placed under Item 610 which is exposed to weather, **shall be cured and protected by the Liquid Membrane Curing Method** using an IDOT-approved curing compound, as specified herein, and whose cost shall be incidental to Item 610. The compound shall meet all Contract requirements for materials, including the Buy American Preferences Act (49 U.S.C. § 50101)."

BASIS OF PAYMENT

No direct payment will be made for structural Portland cement concrete. The cost of furnishing and installing structural concrete shall be considered incidental to the Contract unit prices for the respective pay items utilizing the concrete. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

ITEM 620

PAVEMENT MARKING

Revise Item 620 of the Standard Specifications as follows:

MATERIALS

620-2.2 PAINT. Add the following as the first Paragraph:

"Permanent yellow and black border in waterborne media shall be furnished. **Yellow paint shall conform to Federal Standard No. 595, color 33655. Black paint shall conform to Federal Standard No. 595, color 37038.**"

CONSTRUCTION METHODS

620-3.5 APPLICATION. Revise the first sentence in the second Paragraph of this Section to read:

"The waterborne paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine in two applications, each at the rate(s) shown in TABLE 1. The addition of thinner will not be permitted."

620-3-7 PAVEMENT MARKING REMOVAL. Add the following to this Section:

"High-pressure or ultra-high-pressure water blasting shall be used. Sand blasting, shot blasting, or surface grinding shall **NOT** be permitted on pavements that are not to be overlain in this Project."

BASIS OF PAYMENT

620-5.1 Add the following:

"Payment will be made under:

"Item AR620520	Pavement Marking - Waterborne - per square foot.
Item AR620525	Pavement Marking - Black Border - per square foot.
Item AR620900	Pavement Marking Removal - per square foot."

DIVISION III

FENCING (WIRE FENCES)

ITEM 162

CHAIN-LINK FENCES

(Class E)

Revise Item 162 of the Standard Specifications as follows:

DESCRIPTION

162-1.1 Add the following:

"All metal materials used in the fencing and fencing materials shall be fabricated from steel made in the U. S. Contractor shall provide certification that the steel was 100 percent domestic-made steel, and that the fence materials were fabricated in the United States.

"This item shall also include the removal of existing fence and the removal of manual gates at the locations shown on the Plans or as directed by the Resident Engineer.

"Base Bid pay items are identified in the Bid documents. The Bidder/Contractor shall also furnish additive alternate pricing for pay items AS800995 and AS800996 (green vinyl coating of fence materials, and green vinyl coating of gate materials) in Additive Alternate No. 1. Award of the additive alternate shall be as prescribed in the Bid Proposal documents."

MATERIALS

162-2.1 FABRIC. Add the following:

"For Base Bid items, fabric shall be galvanized/coated. For Additive Alternate No. 1 items, fabric shall be vinyl-coated (green) over galvanized/coated."

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

"Top rail shall be furnished for all fence under this item. Additional corner posts shall be furnished at the locations shown in the Plans.

"Fence materials shall meet the specified requirements for 10-foot chain-link fence (posts for the 8-foot high lengths shall be of the same dimensions as that for the 10-foot fence) based upon the details shown in the Construction Plans for the various heights specified.

"Type C pipe may be used. The manufacturer shall furnish test results that indicate that the Type C pipe furnishes the same corrosive resistance as Type A and B pipe, tested in accordance with the materials standard for this item.

"For Additive Alternate No. 1 items, fence materials shall be vinyl-coated (green) over galvanized/coated."

162-2.5      WIRE TIES AND TENSION WIRE. Add the following:

"For Additive Alternate No. 1 items, wire ties and tension wire shall be vinyl-coated (green) over galvanized/coated."

Add:

162-2.11      GATE CHAIN AND PADLOCKS. The Contractor shall furnish a new security chain and padlock for each swing or slide gate. Chain shall be 5/16-inch stainless steel cut into a three foot length, **for Additive Alternate No. 1, green vinyl coated.** Padlock shall be solid brass body, corrosion resistant and ideal for harsh environments. Padlock dimensions shall be 2-inch shackle, 2-inch wide and 3/4-inch thick. Padlocks shall be keyed to match existing Airport padlock system. The Contractor shall coordinate the furnishing of these padlocks with the Airport Owner."

Add:

162-2.12      CERTIFICATION AND SHOP DRAWINGS. The Contractor shall submit shop drawings detailing all fence items to be furnished for approval by the Project Engineer. The Contractor shall provide a written certification that all fence materials used in the Work meet the Contract Documents.

#### CONSTRUCTION METHODS

162-3.1      CLEARING FENCE LINE. Add the following:

"All new fence shall be placed along a level, smooth, finished grade. The Contractor shall correct any irregularities in the ground's surface prior to installation of the fence where the irregular surface is located outside of the grading limits shown on the Plans. Also, the Contractor shall re-grade the existing ground where indicated on the Construction Plans to furnish the specified maximum fence elevation. The cost for this grading shall be paid under Item 152. **This grading shall not be limited to, but shall be in addition to, the grading shown on the Plans or elsewhere specified.**"

162-3.2      INSTALLING POSTS. Delete the first sentence of the last Paragraph and replace with the following:

"All posts shall be set to the minimum depths below the existing ground line as detailed in the Plans. All fence post lengths shall consider the footing depths shown in the details. Concrete encasement shall extend an **additional 6-inches** below the post end."

Add the following:

"In paved areas, the post hole digging shall be completed so as to minimize any damage to pavements. Prior to the pouring of concrete, the pavement shall be neatly saw cut to the full depth of the asphalt or concrete and at a 24-inch square. Saw-cutting and pavement protection shall not be measured for payment but shall be included in the Contract unit price for new fence. Any damaged pavements shall be replaced by the Contractor to the satisfaction of the Resident Engineer and at no additional costs to the Contract. **In existing paved areas and at swing or sliding gate openings, the additional 2-foot buried portion of the fence shall not be installed.**"



162-3.4      INSTALLING BRACES. Add the following:

"At terminal (end, corner and pull) and gate posts, the fabric shall be fastened to the post with stretcher bars and bands that extend below the existing ground to secure the 24 inches of buried fence fabric."

162-3.5      INSTALLING FABRIC. Add the following:

"Where shown in the Plans, the Contractor shall construct a trench of adequate width and depth (greater than 24 inches) to permit the installation of the fence fabric to extend 24 inches below the ground line. The fabric shall be smooth and even throughout the 24-inch depth. The trench shall be backfilled with excavated material and compacted to the satisfaction of the Resident Engineer. **In existing paved areas and at swing or sliding gate openings, the additional 2-foot buried portion of the fence shall not be installed.**

"The bottom tension wire shall be located 2 inches above the final ground line."

162-3.6      ELECTRICAL GROUNDS. Add the following:

"The fence shall be bonded and grounded as detailed on the Plans. The ground wire connections to the fencing shall be with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts, nuts, and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440), or Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437) or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-inch diameter by 8 feet long (minimum), UL-listed, copper-clad. Steel used to manufacture ground rods shall be 100 percent domestic steel. Include certification that ground rods are made with 100 percent domestic steel. The ground wire used to bond the fencing to the ground rod shall be #6 AWG bare solid copper conductor. The items furnished and installed in providing the specified grounding shall not be measured separately for payment, but shall be included in the Contract unit price for fencing."

162-3.9      EXISTING FENCE CONNECTIONS. Add the following:

"The furnishing and installing of new, additional or replacement terminal posts, line posts, end posts, fabric and brace spans and any other incidental modifications needed to provide an acceptable connection of the new fence to any existing fence, regardless of type of existing fence, as shown in the Plans or as directed by the Resident Engineer, shall not be paid separately, but shall be included in the Contract unit price for new fence."

162-3.11      FENCE AND GATE REMOVAL. Add the following:

"The fence and gates to be removed shall be chain-link, architectural aluminum or steel, wooden, woven wire or any other fence type. The existing fence shall be removed completely, including posts and foundations.

"In turf areas, the existing posts shall be pulled and not cut off. All resulting holes in turf shall be filled and compacted to the satisfaction of the Resident Engineer. Turf areas disturbed by removal shall be restored in accordance with Item 901, except the areas will not be measured for payment.

"In paved areas, the existing posts shall be cut off and ground to a depth of two (2.0) inches below the existing pavement surface. All resulting post holes in existing pavements shall be filled with an IDOT-approved nonshrink grout.

"All removed materials not accepted by the Airport Owner, shall be disposed of off airport property.

Add:

162-3.13 LOCATE EXISTING UTILITIES. The location, size, and type of material of existing underground and/or aboveground utilities that may be indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility.

**Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities.** Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also, contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also, coordinate work with all aboveground utilities.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective work item for which it is required.

#### METHOD OF MEASUREMENT

162-4.2 Delete this Section.

162-4.3 Revise this Section to read:

"162-4.3 Fence Removal to be paid shall be the actual length of feet (including post widths) removed and completed as specified, regardless of type (chain-link, architectural aluminum or steel, wooden, woven wire or other), except for the space occupied by gates."

162-4.4 Delete this Section.

162-4.5 Revise this Section to read:

"162-4.5 Gate Removal to be paid shall be the actual number of non-electric powered gates removed and completed as specified, regardless of type (chain-link, architectural aluminum or steel, wooden, woven wire, swing, or sliding)."

Add:

162-4.6 **Upgrade Fence Materials to Vinyl (Item AS800995)** to be paid shall be measured as a lump sum and shall include the **additional** materials costs and associated installation costs **above the Base Bid**, as specified herein for furnishing vinyl-coated fence materials.

Add:

162-4.7 Upgrade Gate Materials to Vinyl (Item AS800996) to be paid shall be measured as a lump sum and shall include the **additional** materials costs and associated installation costs **above the Base Bid**, as specified herein for furnishing vinyl-coated gate materials.

BASIS OF PAYMENT

152-5.2 Delete this Section.

162-5.3 Revise this Section to read:

"162-5.3 Payment shall be made at the Contract unit price per linear foot for Fence Removal, as measured in Section 162-4.3. This price shall be full compensation for furnishing all materials and for all removals, restoration, including grading, backfilling, seeding and mulching, and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item."

162-5.4 Delete this Section.

Add:

162-5.6 Payment shall be made at the Contract unit price per lump sum for **Upgrade Fence Materials to Vinyl (Item AS800995)**, as measured in Section 162-4.6. This price shall be full compensation for the **additional** materials costs and associated installation costs **above the Base Bid**, as specified herein for furnishing vinyl-coated fence materials.

Add:

162-5.7 Payment shall be made at the Contract unit price per lump sum for **Upgrade Gate Materials to Vinyl (Item AS800996)**, as measured in Section 162-4.7. This price shall be full compensation for the **additional** materials costs and associated installation costs **above the Base Bid**, as specified herein for furnishing vinyl-coated gate materials.

Add:

Payment will be made under:

Item AR162606	Class E Gate-6' - per each.
Item AR162900	Remove Class E Fence - per linear foot.
Item AR162905	Remove Gate - per each.
Item AR800944	Cl. E Fence 10' BARB w/ 2' Bur. GA. - per linear foot.
Item AS800995	Upgrade Fence Materials to Vinyl - per lump sum.
Item AS800996	Upgrade Gate Materials to Vinyl - per lump sum.

DIVISION IV

DRAINAGE

ITEM 701

PIPE FOR STORM SEWERS AND CULVERTS

Revise Item 701 of the Standard Specifications as follows:

DESCRIPTION

701-1.1 Add the following:

"This item shall also include the removal of existing pipe, regardless of size and type, at the locations shown in the Plans, or as directed by the Resident Engineer."

METHOD OF MEASUREMENT

701-4.2 Delete this Section.

701-4.3 Delete this Section.

Add:

701-4.4 The footage of pipe removed to be paid for shall be the number of linear feet of pipe, marked for removal in the Plans or by the Resident Engineer, completed and approved, to be measured along the centerline of the pipe from end of pipe or inside face of structure to the end of pipe or inside face of structure, whichever is applicable. The classes, and types and sizes of pipe removed will not be measured separately, but shall be the sum of all measured pipe lengths.

BASIS OF PAYMENT

701-5.1 Add the following:

"Payment will be made under:

"Item AR701512	12" RCP, Class IV - per linear foot.
Item AR701518	18" RCP, Class IV - per linear foot.
Item AR701524	24" RCP, Class IV - per linear foot.
Item AR701900	Remove Pipe - per linear foot."

ITEM 705

PIPE UNDERDRAINS FOR AIRPORTS

Revise Item 705 of the Standard Specifications as follows:

705-1.1      DESCRIPTION. Add the following:

"The underdrain pipe shall be wrapped with a filter fabric casing. A second Underdrain Trench Envelope surrounding the trench, with the underdrain pipe and the porous granular material (Porous Material No. 2), shall also be included.

"This item shall also include the installation of concrete underdrain inspection holes and cleanouts, as shown in the Plans and as specified below.

"This item shall also include the removal of existing underdrain pipe, fabric envelope and backfill material, and removal of existing underdrain inspection hole and cleanout structures at the locations shown in the Plans and as directed by the Resident Engineer."

MATERIALS

705-2.12      CORRUGATED POLYETHYLENE (PE) TUBING AND IGS FITTINGS. Delete this Section and replace with the following:

"705-2.12      CORRUGATED POLYETHYLENE (PE) TUBING AND IGS FITTINGS. All underdrain shall be 6-inch perforated corrugated polyethylene (PE) pipe, **double wall** with a smooth inner surface, conforming to the requirements of AASHTO M 252, Type SP, Class 2. The underdrain shall be wrapped with a filter fabric casing, as noted in Section 705-2.13."

Add:

705-2.15      UNDERDRAIN TRENCH ENVELOPE. The trench for the underdrain pipe and porous material shall be wrapped in a nonwoven filter fabric envelope. The trench fabric shall be Mirafi 140N, by TC Mirafi, or equal. Alternate fabrics may be submitted for consideration by the Engineer. The filter fabric shall not be measured separately but shall be included in the Contract unit price for underdrain pipe.

Add:

705-2.16      UNDERDRAIN CLEANOUT AND INSPECTION HOLE. Underdrain cleanout and inspection hole shall be as shown in the details and notes shown on the Plans. Concrete collar may be cast-in-place of concrete meeting Item 610 or pre-cast meeting IDOT Specifications for Class PC concrete. Pre-cast structures shall be from IDOT-approved sources. Frames and lids shall be of the type and size shown in the Plans. Bolts and washers for bolted frame and lid/grate assemblies shall be **stainless steel**. The area between the pipe and the frame opening shall be grouted and sealed with a cement mortar. Separate payment for the frame and grate, cement mortar and other incidentals shall not be made but shall be included in the unit price for cleanout and inspection hole. **In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.**

Add:

705-2.17 RAPID SETTING FLOWABLE MORTAR. Rapid-setting flowable mortar used in water proofing the pipe connections to the underdrain cleanout and inspection hole shall be Dayton-Superior HD-50, or approved equal.

Add:

705-2.18 FRAMES AND LIDS. Frames and lids shall be manufactured in the United States of U.S.-made steel, and of the type and size shown in the Plans. Bolts and washers for bolted frame and lid/grate assemblies shall be **stainless steel**. In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.

#### CONSTRUCTION METHODS

705-3.7 CONNECTIONS. Add the following:

"Underdrain pipe connections to the storm sewer system are to be made at manholes or concrete culvert pipe, unless otherwise shown on the Plans. These connections shall be made through smooth, cored holes made at the proper invert elevation. Holes remaining from existing underdrain pipe connections removed in this work shall be patched to the satisfaction of the Resident Engineer. Concrete conforming with Item 610 shall be used. Connections to structures or pipe and patching of existing connections removed shall not be paid for separately but shall be included in the Contract price for underdrain.

Add:

705-3.10 REMOVE EXISTING INSPECTION HOLE AND CLEANOUT STRUCTURES. Existing inspection hole and cleanout structures shall be removed as shown in the Plans and as directed by the Resident Engineer. The concrete structure shall be disposed off an off-site location, with the disposal cost incidental to Remove Underdrain Inspection Hole or Remove Underdrain Cleanout. The pipe tubing shall be carefully cut to the indicated location and the pipe removed for the distance shown on the Plans or as directed by the Resident Engineer. New couplings shall be furnished for all pipe to be extended or rerouted. All pipe ends to remain that are not to be extended shall be provided with end caps installed in accordance with the manufacturer's recommendations. End caps and couplings used in this Work shall not be paid for separately but shall be included in the Contract unit price for Remove Underdrain Inspection Hole or Remove Underdrain Cleanout.

Add:

705-3.11 REMOVE UNDERDRAIN. Existing underdrain pipe, granular material and fabric envelop shall be removed at the locations shown on the Plans and as directed by the Resident Engineer. Removed materials shall be disposed of off-site, with any haul and disposal costs incidental to the Contract unit price for Remove Underdrain.

#### METHOD OF MEASUREMENT

705-4.1 Add the following:

"The number of existing underdrain inspection holes and cleanouts removed shall be the number of units removed and disposed of as specified or as accepted by the Resident Engineer. The quantity of underdrain removed shall be the linear feet of underdrain pipe, and surrounding aggregate and fabric envelop, removed and accepted by the Resident Engineer, measured in place prior to removal.

BASIS OF PAYMENT

705-5.1 In the first Paragraph add "underdrain trench envelope" to items not to be measured for payment purposes.

Add the following:

"Payment will be made under:

Item AR705506	6" Perforated Underdrain - per linear foot.
Item AR705630	Underdrain Inspection Hole - per each.
Item AR705640	Underdrain Cleanout - per each.
Item AR705900	Remove Underdrain - per linear foot.
Item AR705903	Remove Underdrain Insp. Hole - per each.
Item AR705904	Remove Underdrain Cleanout - per each."

ITEM 751

MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

Revise Item 751 of the Standard Specifications as follows:

DESCRIPTION

751-1.1 Add the following to the first paragraph:

"This item shall also meet IDOT Specifications and AASHTO M 199 (ASTM C-478) for pre-cast drainage structures. **Fabrication shall also include pre-cast cutouts for underdrain connections. The Contractor shall submit dimensioned, plant fabrication shop drawings to the Project Engineer for review prior to any fabrication.**"

Add the following:

"This item shall also include the removal of an existing manhole at the location shown in the Construction Plans or as directed by the Resident Engineer."

Add the following:

"This item shall also include the adjustment of the height of and the replacement of frames and grates on existing structures at the location shown in the Construction Plans or as directed by the Resident Engineer."

MATERIALS

751-2.6 FRAMES, COVERS AND GRATES. Add the following:

"The frames and grates for inlets and manholes shall be of the size and type specified. The frames and grates for new inlets and manholes shall be included in the Contract unit price for inlets. The replacement frames and grates shall be paid under Item AR800950. **Bolts and washers for bolted frame and lid/grate assemblies shall be stainless steel.**

"In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act."

751-2.7 STEPS. Add the following to this Section:

"Steps made from weather resistant copolymer polypropylene, of the size detailed in the Plans, and meeting the requirements of ASTM C-478 and AASHTO M-199, may also be used. The polypropylene shall conform to ASTM D-4101; the 1/2-inch Grade 60 deformed reinforcing bar shall meet ASTM A-615."

Add:

751-2.9 REPLACEMENT FRAME AND GRATE. The replacement frame and grate shall be as detailed in the Construction Plans. The castings shall be manufactured in the United states of U. S.-made material. **Bolts and washers for the frame/lid assembly shall be stainless steel.**



"In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act."

751-2.10 CONCRETE ADJUSTING RINGS FOR ADJUSTED MANHOLE. If height increases are required under Item AR800950, pre-cast concrete adjusting rings, meeting IDOT approval, shall be furnished.

#### CONSTRUCTION METHODS

Add:

751-3.11 PROVISIONS FOR UNDERDRAIN CONNECTIONS. New concrete manhole and inlet structures shall include pre-cast holes for use in making underdrain pipe connections at those locations and at the inverts shown in the Plans and schedules. This pre-cast work shall be incidental to the manhole or inlet.

Add:

751-3.12 REMOVE MANHOLE. Existing manhole marked for removal shall be carefully removed. Backfill and restoration of the opening shall be in accordance with Item 751 for structures under pavement. The removed structure shall be legally disposed of off-site by the Contractor. Backfill, restoration and disposal costs shall not be measured separately for payment but shall be incidental to the Contract unit price for manhole removal.

Add:

751-3.13 ADJUST MANHOLE AND REPLACE CASTING. Manhole adjustment shall include the removal of the existing frame and grate, and its disposal off-site at the Contractor's expense. When the rim elevation is raised, pre-cast adjusting rings, meeting IDOT approval, shall be used to set the new frame and grate at the specified elevation. When lowering the rim elevation, the manhole top shall be removed and the structure walls uniformly sawed to the required elevation. When placing the manhole top, the cut surfaces shall be clean and the top set on the manhole in accordance with Item 751. When setting the new frame, the frame and adjusting rings shall be set in cement mortar, as elsewhere specified for Item 751. The frame shall be set to the pavement slope specified for the manhole location. The unit shall be set firm and secure. The frame and lid shall be tightened firmly. Crushed aggregate meeting the gradation for Item 209 shall be used between the manhole top slab and the pavement. The forms for the concrete collar shall be straight and true. All work associated with the removal of the existing frame and grate, the installation of adjusting rings to achieve the new final rim elevation, concrete wall sawing, all mortaring and waterproofing, and establishment of the final aggregate base elevation, shall be included in Item AR800950.

Furnishing and setting of the new frame and grate shall be paid under Item AR800950.

#### METHOD OF MEASUREMENT

751-4.1 Add the following:

"The number of manholes removed shall be the number of existing structures removed, disposed of and accepted in accordance with this Item and shall be counted and measured as one unit.

"The number of manholes adjusted and frame and grates replaced shall be the number of manholes adjusted and frame and grate units installed and accepted as one unit."

BASIS OF PAYMENT

751-5.1 Add the following:

"The accepted number of manholes removed shall be paid at the Contract unit price per each, complete and accepted. The number of manholes adjusted and frame and grates replaced shall be paid at the Contract unit price per each, complete and accepted. These prices shall be full compensation for furnishing all materials and all preparation, excavation, backfilling, placing and adjusting of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown in the Plans, and; for all labor, equipment, tools and incidentals necessary to complete the item.

"Payment will be made under:

"Item AR751410	Inlet - per each.
Item AR751540	Manhole 4' - per each.
Item AR751550	Manhole 5' - per each.
Item AR751568	Manhole 8' - per each.
Item AR751903	Remove Manhole - per each.
Item AR800950	Adjust Manhole & Replace Casting - per each."

DIVISION V

TURFING

ITEM 901

SEEDING

Revise Item 901 of the Standard Specifications as follows:

MATERIALS

901-2.1 SEED. Delete the seed mixture listed in the table and replace with the following:

<u>"Minimum Amount of Common Name</u>	<u>Pure Live Seed per Acre</u>
SR5130 Chewings Fescue - <i>Festuca commutate</i>	55 Pounds
Sheep Fescue - <i>Festuca Ovina</i>	55 Pounds
Chariot Hard Fescue - <i>Festuca longifolia</i>	27.5 Pounds
Heron Hard Fescue - <i>Festuca rubra</i>	27.5 Pounds
Sea Link Creeping Red Fescue - <i>Festuca rubra</i>	27.5 Pounds
SR5250 Creeping Red Fescue - <i>Festuca rubra</i>	<u>27.5 Pounds</u>
Total	220 Pounds per Acre"

Delete the third and fourth Paragraphs.

Add the following:

"Planting times shall be between August 20 and October 20. If fall planting is not possible, the mixture may be planted between March 15 and May 15. Seeding between June 1 and August 15 will not be permitted. If planted in the spring, the Contractor shall furnish additional measures beyond that otherwise required in these Special Provisions to prevent weed growth as recommended by a registered nurseryman at no additional cost to the Contract.

"A sample of selected seed species shall be made available on request to the Resident Engineer for viability testing by the tetrazolium trichloride method, not less than 21 calendar days prior to planting.

"Seed mixtures shall contain the proportion of seed of individual species indicated in the planting design. Changes in seed mixtures must be approved by the Project Engineer.

"All seeds shall be guaranteed by the Contractor to be true to name. All seeds shall have the proper pre-planting treatments, including stratification, scarification and/or inoculation to promote good germination and growth, prior to any seeding.

"All seedings shall be planted at the specified rates, utilizing the specified species unless otherwise authorized by the Project Engineer."

901-2.2 LIME. Replace this Section with the following:

"901-2.2 SOIL TESTING AND MODIFICATION. The Contractor shall perform a soil analysis of all on-site and off-site topsoil types to be used in the seedbed. The pH of the topsoil shall be between 5.5 pH and 6.5 pH. Should the pH be less than 5.5, the Contractor shall add agricultural lime of a type and source approved by IDOT, at application rates appropriate to achieve the required pH. Should the pH be greater than 6.5, the Contractor shall add sulfur of a type and source approved by IDOT, at rates appropriate to achieve the required pH. The Contractor shall furnish the test reports and proposed soil modifications for approval to the Engineer prior to any soil modification. All soil testing and modification shall be incidental to seeding or cover."

901-2.3 FERTILIZER. Delete this Section.

#### CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. Add the following as the first Paragraph:

"**ALL** perennial weeds and spontaneous vegetation shall be eliminated within the seedbed prior to seeding, using mowing/raking and herbicide. Herbicides used for weed removal shall be as recommended by the seed producer. Based upon actual conditions, it may be necessary for this weed removal to begin up to eight weeks before planting. When all vegetation is dead, the soil shall be tilled and otherwise prepared for planting as specified herein. Weed removal prior to acceptance of the lawn shall be incidental to the Contract."

Add the following sentence to the second Paragraph:

"Soil shall be prepared to have clods no more than 1½ inches on any side to ensure adequate seed-soil contact."

Add the following paragraphs:

"Seed shall not be placed on ground that is frozen or in any way in a condition that is detrimental to the seed."

"Areas shall be de-watered if necessary to accomplish any specified plantings. The method of de-watering shall be approved by the Resident Engineer."

"Final grading and site preparation must be inspected and approved by the Resident Engineer prior to any planting."

"Seedbed preparation shall commence as soon as practicable prior to planting. After preparation, these areas shall be protected from erosion."

"The proposed seeding method shall be stated by the Contractor. The seeding method shall result in a uniform distribution and complete coverage of the entire area to be seeded. If seed drilling is proposed, the seeder shall have an adjustable gate opening provided uniform flow and shall drop the seed directly into place on the prepared seed bed. If the broadcast method is used, within eight hours of seeding, all seeded areas should be rolled at right angles to the slope with a roller, cultipacker or hand tamped to compact the seedbed. Any areas broadcasted shall be sufficiently rolled or tamped to assist proper germination. All seeding equipment shall be calibrated to ensure the proper flow of seeds to deliver the specified quantities. The Contractor shall use only seeding equipment that is designed to plant grasses."

"All seeding shall be provided within the planting seasons stated in Section 901-2.1, unless season mixes are prior approved by the Project Engineer and conditions are acceptable for seeding as noted in Section 901-2.1.

"Measures to protect planted materials from grazing damage by wildlife shall be recommended and provided by the Contractor.

"Installation and maintenance of erosion control measures pertinent to seeding shall be the responsibility of the Contractor. Erosion control measures which may be damaged and/or removed by the Contractor during planting and related work shall be replaced by the Contractor.

"If on-site conditions change or are otherwise altered due to circumstances beyond the control of the Contractor, the Owner, and/or the Project Engineer, such that the Specifications and/or drawings are no longer valid, the Contractor shall notify the Resident Engineer so that remedial measures may be undertaken."

901-3.4 MAINTENANCE OF SEEDED AREAS. Add the following:

**"It is essential that the seeds planted herein are watered for one to two months after planting to increase germination rates and seedling survival. The Contractor shall regularly water the seedlings to promote proper germination. It is the Contractor's responsibility to regularly inspect the growth and furnish watering when required. All inspection and watering shall be incidental to seeding."**

BASIS OF PAYMENT

901-5.1 Add the following:

"Payment will be made under:

"Item AR901510 Seeding - per acre."

ITEM 905

TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

DESCRIPTION

905-1.1 Add the following:

"Topsoil shall be from on-site and created by stripping of topsoil from within the grading limits shown in the Plans and placed in its final position or stockpiled for re-distribution at locations designated by the Contractor and approved by the Resident Engineer. Stripping of the topsoil and placing in-place and/or in temporary stockpiles shall be paid under Item AR152410. **Any loading and haul of material from the North Project Area to the South Project area, or vice versa, which may be required to provide for the required re-distribution of topsoil material within the overall Project, will not be measured for payment, but shall be incidental to the Contract unit prices for Topsoiling.** Topsoil movement shall be paid only once."

MATERIALS

905-2.1 TOPSOIL. Modify the allowed pH to read "**5.5 pH to 6.5 pH**".

Replace the last sentence of the first Paragraph with the following:

**"At least 90 percent of the material shall pass the No. 10 sieve."**

Add the following as the last Paragraph:

**"Testing shall be performed by the Contractor for the on-site material.** Soils testing and modification (with lime or sulfur to achieve pH, or blending to achieve gradation) shall be furnished in accordance with Item 901, as modified by these Special Provisions."

CONSTRUCTION REQUIREMENTS

905-3.4 PLACING TOPSOIL. Delete the first sentence of the first Paragraph and replace with the following:

"The topsoil shall be spread on the prepared areas to receive seeding. The resulting topsoil layer shall be at least four (4) inches in depth; at the outer limits the 4-inch depth can include the existing topsoil layer not disturbed by the construction."

METHOD OF MEASUREMENT

905-4.1 Revise the last sentence of this Section as follows:

"Topsoil shall be measured by volume in cubic yards computed by multiplying the square yards of area covered with on-site topsoil by a uniform 4-inch depth.

905-4.2 Delete this Section.

BASIS OF PAYMENT

905-5.1 Replace this Paragraph with the following:

"The quantity for Topsoiling, determined as provided in Section 905-4.1 above, will be paid for at the Contract unit price per cubic yard for the pay items listed below, which price and payment shall be full compensation for furnishing and placing all material and for all excavation, haul, labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item, to the satisfaction of the Engineer."

Add the following:

"Payment will be made under:

"Item AR905510      Topsoiling (From On Site) - per cubic yard."

ITEM 908

MULCHING

Revise Item 908 of the Standard Specifications as follows:

DESCRIPTION

908-1.1 Add the following:

"Material used for mulching shall be **Heavy Duty** hydraulic mulch, applied and secured as otherwise provided in the Standard Specifications, regardless of the grade slopes to be mulched."

MATERIALS

908-2.1 MULCH MATERIAL. Delete the first Paragraph and replace with the following:

"Material used for mulching shall be **Heavy Duty** hydraulic mulch, as specified herein, regardless of the grade slopes to be mulched."

Delete Subparagraphs A, B and C.

Add the following to Paragraph D., Hydraulic Mulch:

"Material used for mulching shall be **Heavy Duty** hydraulic mulch, as specified herein, regardless of the grade slopes to be mulched."

CONSTRUCTION METHODS

908-3.1 MULCHING. Add the following:

"Hydraulic mulch shall be applied as specified herein for **Heavy Duty** applications."

BASIS OF PAYMENT

908-5.1 Add the following:

"Payment will be made under:

"Item AR908510 Mulching - per acre."



DIVISION VI

LIGHTING INSTALLATION

ITEM 110

INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

Revise Item 110 of the Standard Specifications as follows:

DESCRIPTION

110-1.1 Add the following:

"This item of work shall consist of the extension of existing 4-inch diameter ducts and the installation of new conduits and ducts, as shown in the Construction Plans.

"This item of work shall also consist of the removal of existing duct, in accordance with this Special Provision, and as detailed in the Construction Plans or as directed by the Resident Engineer."

Add:

110-1.2 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 - Fittings Rigid Metal Conduit and EMT.
- C. ASTM D3350 - Specification of Polyethylene Plastics Pipe and Fittings Materials.
- D. ASTM F2160 - Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter.
- E. NEMA TC-2 - Electrical Plastic Tubing and Conduit.
- F. NEMA TC-3 - Fittings Rigid PVC Conduit and Tubing.
- G. NEMA Specification TC-7 - Smooth-Wall Coilable Polyethylene Electrical Plastic Conduit.
- H. NFPA 70 - National Electrical Code (NEC), most current issue in force.
- I. UL Standard 6 - Rigid Metal Conduit.
- J. UL Standard 514B - Conduit, Tubing and Cable Fittings.
- K. UL Standard 651 - Schedule 40 and 80 Rigid PVC Conduit.
- L. UL Standard 651B - Standard for Continuous Length High-Density Polyethylene (HDPE) Conduit.

Add:

110-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of handhole and conduit or duct to be used on the project. Shop drawings shall be clear and legible; copies that are illegible will be rejected. Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus four (4) copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. **In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Indicate the pay item number for each respective handhole and conduit or duct.
- D. Shop drawings shall include conduit and/or duct cut sheets with type, size, specifications, UL listing, manufacturer, and catalog or part number.
- E. Provide certification that the respective steel conduits used on this project meet the requirements of (30 ILCS 565/) Illinois Steel Products Procurement Act.
- F. Provide IDOT producer information and drawings for precast handholes, and certification that any steel used in any materials under this item shall be from steel made in the United States and meet the requirements of the Buy American Preferences Act.

#### EQUIPMENT AND MATERIALS

110-2.1 GENERAL. Add the following:

"All materials for these items shall be in accordance with the FAA Standard Specification 110 Equipment and Materials, as detailed on the Plans, and as specified herein. Conduit for concrete encased duct shall be 4" Schedule 40 (minimum) Polyvinyl Chloride (PVC) or 4" Schedule 40 (minimum) High-Density Polyethylene (HDPE).

110-2.2 STEEL CONDUIT. Replace this Section with the following:

"**Rigid Steel Conduit and Fittings** shall be hot-dipped, galvanized, UL-listed, and produced in accordance with UL Standard 6 - Rigid Metal Conduit and ANSI C80.1 - Rigid Steel Conduit, Zinc Coated. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel or galvanized, malleable iron, specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 - Fittings Rigid Metal Conduit and EMT and UL 514B - Conduit, Tubing, and Cable Fittings. Set screw type fittings are not acceptable. Steel used in any materials under this item shall be from steel made in the United States and meet the requirements of (30 ILCS 565/) Illinois Steel Products Procurement Act; a manufacturer's certification of domestic source must be furnished

**"Miscellaneous Fittings.** Fittings shall be suitable for use with conduits and ducts supplied. All fittings for use with rigid metal conduit shall be threaded. Set screw-type fittings are not acceptable. All conduit bodies, fittings, and boxes installed in classified hazardous locations (Class I, Division 1 or 2, Group D) shall be suitable for use in Class I, Division 1, and Group D locations. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbell-Killark, O-Z/Gedney, or approved equal."

110-2.3 PLASTIC CONDUIT. Add the following to this Section:

"Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground.

"A. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement.

"B. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 9, SDR 11, or SDR 13.5 HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter), and suitable for directional boring installation. **Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose. Provide manufacturer's literature confirming the respective duct is suitable for directional boring with the respective Shop Drawing submittal.**

"C. Conduits for direct burial in earth shall be PVC Schedule 40 (minimum wall thickness), UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for direct burial in earth, or HDPE Schedule 40 (minimum wall thickness), conforming to NEMA Standard TC-7 and UL 651B, or HDPE SDR 13.5 (minimum wall thickness) manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter). Conduits shall be suitable for direct burial in earth and/or concrete encasement."

110-2.4 SPLIT CONDUIT. Replace this Paragraph with the following:

"Non-metallic split duct shall be used to extend existing duct that contains cables, as detailed in the Plans. Non-metallic split duct shall be Schedule 40 PVC designed for use with power and control cable applications. Non-metallic split shall be suitable for direct burial in earth and concrete encasement and exhibit superior impact strength. Joints shall be sealed with corrosion-resistant tape and heavy-duty plastic straps as recommended by the split duct manufacturer for the application. Split duct sleeve couplings, duct sweeps, fittings, and accessories shall be by the same manufacturer to assure system integrity. Non-metallic split duct shall be manufactured by Carlon Electrical Products, or approved equal. 4-inch Schedule 40 split ducts shall be Carlon Part Number 49015SD or approved equal. Install split duct as detailed on the Plans and in conformance with manufacturer's recommendations for the respective application. Where split duct is to be concrete-encased, confirm it is suitable for the respective application with the manufacturer."

110-2.5      CONDUIT SPACERS. Add the following:

"Duct spacers shall provide proper separation of conduits installed in concrete encased duct. Duct spacers shall be designed to provide 3-inch separation of conduits. Duct spacers shall be Underground Devices Incorporated Wunpeece Series suitable for the respective size and quantity of ducts, approved equal. Contact information for Underground Devices Incorporated is address: 3304 Commercial Avenue, Northbrook, Illinois 60062, Phone: (847) 205-9000, Fax: (847) 205-9004. Confirm catalog numbers with the manufacturer for the respective application.

CONSTRUCTION METHODS

110-3.1      GENERAL. Add to this Section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed at the depths detailed in the Plans or as directed by the Resident Engineer. Where detailed on the Plans or where required to avoid underdrain pipe or obstructions, ducts shall be buried deeper than the underdrain pipe or other obstruction.

"Proposed concrete-encased duct shall be constructed at the locations and in accordance with the details shown on the Construction Plans. **The duct terminations shall include bell ends or couplings to accommodate interface to future duct bank extensions.**

"The Contractor will determine if there is a conflict between the installation of the proposed electrical ducts and any existing utilities. He will make all necessary adjustments in depth of installation to avoid any and all proposed underground improvements."

110-3.7      RESTORATION. Add the following to this Section:

"Any and all trenches and disturbed areas will be backfilled and restored to a smooth grade and seeded to the satisfaction of the Engineer. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed ducts and handholes will be incidental to the respective pay item for which the duct or handhole is installed. The seeding will be completed in accordance with Items 901 and 908, but will be incidental to the respective pay item for which the duct or handhole is installed."

Add:

110-3.8      DUCT REMOVAL. The existing concrete encased duct designated for removal shall be removed in its entirety. The Contractor shall excavate and remove the concrete encasement and duct while protecting all other existing electrical items that may be in or near the removal site. Backfill of the area shall be performed under Item 152; however, the embankment material used shall not be separately measured for payment but shall be included in the Contract unit price for duct removal. Any disturbed area located outside of the Project seeding limits shall be top-soiled, seeded and mulched in accordance with Items 901, 905 and 908. This topsoiling, seeding and mulching will be considered as an incidental item to the duct removal, and no additional compensation will be allowed.

Add:

110-3.9 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Owner for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer at the Contractor's expense. The Resident Engineer and Airport Owner shall be notified immediately if any cables are damaged.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

#### METHOD OF MEASUREMENT

110-4.1 Add the following:

"The quantity of conduit to be paid for shall be the number of linear feet of ducts of the particular type installed and measured in-place, complete, and accepted by the Resident Engineer."

110-4.2 Delete this Section.

Add:

110-4.3 The quantity of duct removed to be paid for shall be the number of linear feet of duct removed and accepted by the Resident Engineer.

BASIS OF PAYMENT

110-5.1 Revise this Section to read as follows:

"Payment will be made at the Contract unit price per each type and size of conduit and/or duct, completed and accepted, and at the Contract unit price for duct removed, completed and accepted. These prices shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; for all duct interface work; for all excavation and backfilling with aggregate backfill, earth backfill, and concrete; and for all labor, coordination, equipment, tools, and incidentals necessary to complete this Item.

"Payment will be made under:

Item AR110502	2-Way Concrete Encased Duct - per linear foot.
Item AR110551	Extend Duct - per linear foot.
Item AR110900	Remove Duct - per linear foot."

DIVISION VII

TESTING

ITEM 611

COMPACTION CONTROL TESTS

The Work shall be provided in accordance with Item 611 of the Standard Specifications.

(END OF SPECIAL PROVISIONS)





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