

RETURN WITH BID

LETTING DATE August 5, 2005

ITEM NUMBER 4A

Proposal Submitted By

Name

Address

City/State

Zip Code

Telephone Number

FEIN Number

FAX Number

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

NOTICE TO PROSPECTIVE BIDDERS

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

PROPOSAL COVER SHEET



Illinois Department of Transportation DIVISION OF AERONAUTICS

AIRPORT Decatur

MUNICIPAL DESIGNATION Decatur

COUNTY DESIGNATION Macon

ILLINOIS PROJECT NO. DEC-3414 CONTRACT 1

FEDERAL PROJECT NO. 3-17-0033-28

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

RETURN WITH BID



PROPOSAL

1. Proposal of _____

for the improvement officially known as:

(a) Decatur Airport

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

CONTRACT 1 - Widen approximately 3,484 ft. of parallel Taxiway G (from 50 ft. to 75 ft.) and cross-over Taxiways G3 and G4 (from 67 ft. to 130 ft).

TO THE DEPARTMENT OF TRANSPORTATION

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

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

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 127 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

Schedule of Deductions for Each
Day of Overrun in Contract Time

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

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

RETURN WITH BID

4. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, supplemental and applicable recurring special provisions, form of contract and contract bonds, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

5. **EXECUTION OF CONTRACT AND CONTRACT BONDS.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bonds satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract and guaranteeing payment in full all bills and accounts for materials and labor used in the construction of the work.

6. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - DE165

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 06/28/05
 RUN TIME - 215156

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
MACON	115	05	DECATUR	3-17-0033-XX	DE-C -3414

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	13,231.000 X		=		
AR110213	3" STEEL DUCT, DIRECT BURY	L.F.	155.000 X		=		
AR110552	EXTEND 2-WAY DUCT	L.F.	186.000 X		=		
AR125410	MITL-STAKE MOUNTED	EACH	63.000 X		=		
AR125415	MITL-BASE MOUNTED	EACH	6.000 X		=		
AR125442	TAXI GUIDANCE SIGN, 2 CHARACTER	EACH	2.000 X		=		
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	EACH	3.000 X		=		
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	EACH	4.000 X		=		
AR125446	TAXI GUIDANCE SIGN, 6 CHARACTER	EACH	4.000 X		=		
AR125515	HIRL, BASE MOUNTED	EACH	3.000 X		=		
AR125525	HIRL, INPAVEMENT	EACH	2.000 X		=		
AR125901	REMOVE STAKE MOUNTED LIGHT	EACH	91.000 X		=		
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	12.000 X		=		
AR125904	REMOVE TAXI GUIDANCE SIGN	EACH	7.000 X		=		
AR125962	RELOCATE BASE MOUNTED LIGHT	EACH	1.000 X		=		

DECATUR
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - DE165

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 06/28/05
RUN TIME - 215156

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR150530	TRAFFIC MAINTENANCE	L.S.	1.000 X		=		
AR150540	HAUL ROUTE	L.S.	1.000 X		=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	10,488.000 X		=		
AR155540	BY-PRODUCT LIME	TON	708.000 X		=		
AR155616	SOIL PROCESSING-16"	S.Y.	16,429.000 X		=		
AR156511	DITCH CHECK	EACH	16.000 X		=		
AR156520	INLET PROTECTION	EACH	9.000 X		=		
AR156521	HEADWALL PROTECTION	EACH	2.000 X		=		
AR156540	RIPRAP	S.Y.	74.000 X		=		
AR201610	BITUMINOUS BASE COURSE	TON	6,948.000 X		=		
AR201630	BITUMINOUS BASE TEST SECTION	EACH	1.000 X		=		
AR201661	CLEAN & SEAL BITUMINOUS CRACKS	L.F.	1,834.000 X		=		
AR208540	OVERSIZE AGGREGATE	TON	9,592.000 X		=		
AR209510	CRUSHED AGGREGATE BASE COURSE	TON	4,312.000 X		=		

DECATUR
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - DE165

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 06/28/05
RUN TIME - 215156

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401610	BITUMINOUS SURFACE COURSE	TON	4,747.000 X		=		
AR401630	BITUMINOUS SURFACE TEST SECTION	EACH	1.000 X		=		
AR401650	BITUMINOUS PAVEMENT MILLING	S.Y.	4,354.000 X		=		
AR501514	14" PCC PAVEMENT	S.Y.	8,735.000 X		=		
AR501530	PCC TEST BATCH	EACH	1.000 X		=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	295.000 X		=		
AR602510	BITUMINOUS PRIME COAT	GAL.	2,864.000 X		=		
AR603510	BITUMINOUS TACK COAT	GAL.	4,653.000 X		=		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	14,106.000 X		=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	868.000 X		=		
AR701524	24" RCP, CLASS IV	L.F.	38.000 X		=		
AR701536	36" RCP, CLASS IV	L.F.	46.000 X		=		
AR705411	POROUS BACKFILL NO. 1	C.Y.	1,327.000 X		=		
AR705526	6" PERFORATED UNDERDRAIN W/SOCK	L.F.	7,628.000 X		=		
AR705630	UNDERDRAIN INSPECTION HOLE	EACH	19.000 X		=		

DECATUR
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - DE165

ECMS002 DTGECM03 ECMR003 PAGE 4
RUN DATE - 06/28/05
RUN TIME - 215156

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR705900	REMOVE UNDERDRAIN	L.F.	7,845.000 X		=		
AR751540	MANHOLE 4'	EACH	2.000 X		=		
AR751943	ADJUST MANHOLE	EACH	2.000 X		=		
AR752624	CONCRETE HEADWALL 24"	EACH	1.000 X		=		
AR752636	CONCRETE HEADWALL 36"	EACH	1.000 X		=		
AR752903	REMOVE HEADWALL	EACH	2.000 X		=		
AR800501	OFF PEAK CONSTRUCTION	L.S.	1.000 X		=		
AR901510	SEEDING	ACRE	12.000 X		=		
AR908510	MULCHING	ACRE	12.000 X		=		
TOTAL						\$	

NOTE:

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

RETURN WITH BID

THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$145,877.00. Sixty percent of the salary is \$87,526.20.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

RETURN WITH BID

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

RETURN WITH BID

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

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

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

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F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

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H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. Section 42 of the Environmental Protection Act

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

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IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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 _____

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

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

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

RETURN WITH BID/OFFER

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

APPLICABLE STATEMENT

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

Completed by:

Name of Authorized Representative (type or print)

Completed by:

Title of Authorized Representative (type or print)

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

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SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



PART I. IDENTIFICATION

Human Rights

Bid Number: _____ 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								

FOR DEPARTMENT USE ONLY

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

Note: See instructions on page 2

RETURN WITH BID

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

<p>Signature: _____ Title: _____ Date: _____</p>
--

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.

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CERTIFICATIONS REQUIRED BY STATE AND/OR FEDERAL LAW. The bidder is required by State and/or Federal law to make the below certifications and assurances as a part of the proposal and contract upon award. It is understood by the bidder that the certifications and assurances made herein are a part of the contract.

By signing the Proposal Signature Sheet, the bidder certifies that he/she has read and completed each of the following certifications and assurances, that required responses are true and correct and that the certified signature of the Proposal Signature Sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed:

A. 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 answer to #1 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 _____

C. **BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)**

(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. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those-

- (1) that the U.S. Department of Transportation 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 of a satisfactory quality;
- (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
- (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

(End of Clause)

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D. BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from (IDOT, Division of Aeronautics) lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

E. NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

F. NON-APPROPRIATION CLAUSE

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

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

RETURN WITH BID

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., August 5, 2005. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
2. **DESCRIPTION OF WORK.** The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

CONTRACT 1 - Widen approximately 3,484 ft. of parallel Taxiway G (from 50 ft. to 75 ft.) and cross-over Taxiways G3 and G4 (from 67 ft. to 130 ft).
3. **INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at 10:00 a.m. July 26, 2005 at the Decatur Airport administration building. For engineering information, contact William Murray of Hanson Professional Services, Inc. at (217) 788-2450.
6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 7.0%.
7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated June 7, 2005 and the Construction Plans dated June 7, 2005 as approved by the Department of Transportation, Division of Aeronautics.

RETURN WITH BID

- 8. INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.
- 9. RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.
- 10. TERMINATION OF CONTRACT.**
1. The Sponsor may, 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 shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
 3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
 5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

RETURN WITH BID

11. 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.

12. 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 127 calendar days and is based on anticipated notice-to-proceed date of May 1, 2006.

13. 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.

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

RETURN WITH BID

PROPOSAL SIGNATURE SHEET

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

Firm Name _____

(IF AN INDIVIDUAL)

Signature of Owner _____

Business Address _____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP)

Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____

By _____

Corporate Seal

Attest _____

President

(IF A CORPORATION)

Business Address _____

Corporate Secretary

Name of Corporate Officers:

President Corporate Secretary Treasurer

NOTARY CERTIFICATION

STATE OF ILLINOIS,

ALL SIGNATURES MUST BE NOTARIZED

COUNTY OF _____

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

_____ AND _____

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

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

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

My commission expires _____ (Seal)

Notary Public



Return with Bid

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

Item No. 4A
Letting Date: August 5, 2005

Airport: Decatur Airport
Ill. Proj. No. DEC-3414 CONTRACT 1
Fed. Proj. No. 3-17-0033-28

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

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

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

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

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

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

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: _____ (Signature & Title)

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

Notary Certification for Principal and Surety

State of Illinois)
) ss:
County of _____)

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

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

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

My commission expires _____ (Notary Public)

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

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



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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



Illinois Department of Transportation

SECTION III

DECATUR AIRPORT

DECATUR, ILLINOIS

WIDEN TAXIWAYS, A PORTION OF G, G2, AND G3; OVERLAY A PORTION OF TAXIWAY G; RECONSTRUCT 800 FT OF RUNWAY 6-24; CONVERT TAXIWAY A AND D INTO AN EMERGENCY SERVICE ROAD; REPLACEMENT OF TAXIWAY GUIDANCE SIGNS; INSTALLATION OF LIGHTED WIND CONES

ILLINOIS PROJECT NO.: DEC-3414

A.I.P. PROJECT NO.: 3-17-0033-28



Hanson Professional Services Inc.

June 7, 2005

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an “X” are applicable to this contract and are included by reference:

<u>Check Sheet No.</u>	<u>Item No.</u>		<u>Page No.</u>
1	AR101580	Refurbish 36” Beacon	155
2	AR106000	Apron Lighting	160
3	AR119000	Airport Obstruction Lighting (Not Included)	166
4	AR127000	Airport Navaid Installation (Not Included)	167
X 5	AR150510	Engineer’s Field Office	168
6	AR150560	Temporary Threshold	170
7	AR152540	Soil Stabilization Fabric	173
X 8	AR156000	Erosion Control	175
9	AR156513	Separation Fabric	180
X 10	AR156540	Riprap	182
11	AR201001	Bituminous Base Course-Method I	185
X 12	AR201002	Bituminous Base Course-Method II	193
13	AR201003	Bituminous Base Course-Method I, Superpave	209
14	AR201004	Bituminous Base Course-Method II, Superpave	217
X 15	AR201661	Clean & Seal Bituminous Cracks	230
16	AR201663	Sand Mix Crack Repair	233
17	AR201671	Crack Control Fabric	235
18	AR302000	Asphalt Treated Permeable Subbase	237
19	AR401001	Bituminous Surface Course-Method I	245
X 20	AR401002	Bituminous Surface Course-Method II	253
21	AR401003	Bituminous Surface Course-Method I, Superpave	269
22	AR401004	Bituminous Surface Course-Method II, Superpave	277
X 23	AR401640	Bituminous Pavement Grooving	290
X 24	AR401650	Bituminous Pavement Milling	293
25	AR401655	Butt Joint Construction	295
26	AR401900	Remove Bituminous Pavement	297
27	AR501001	Portland Cement Concrete-Pavement Method I	299
X 28	AR501002	Portland Cement Concrete-Pavement Method II	316
29	AR501003	Portland Cement Concrete-Pavement Method III	338
30	AR501115	Crack and Seal Pavement	362
X 31	AR501540	PCC Pavement Grooving	365
32	AR501550	PCC Pavement Milling	368
X 33	AR501900	Remove PCC Pavement	370
34	AR510500	Tie-down/Ground Rod	372
X 35	AR605000	Silicone Joint Sealing Filler	373

SUPPLEMENTAL SPECIFICATIONS

The following SUPPLEMENTAL SPECIFICATIONS are applicable to this contract and are included by reference:

<u>Item No.</u>		<u>Page No.</u>
Section 10	Definition of Terms	1
Section 20	Scope of Work	2
Section 30	Control of Work	4
Section 40	Control of Materials	12
Section 50	Legal Relations and Responsible to Public	14
Section 60	Prosecution and Progress	17
Section 70	Measurement and Payment	19

<u>Item No.</u>		<u>Page No.</u>
AR108158	1/C #8 5KV UG Cable in UD	134
AR110014	4" Directional Bore	148
AR110213	3" Steel Duct, Direct Bury	148
AR110552	Extend 2-way Duct	148
AR125100	Elevated Retroreflective Marker	151
AR125410	MITL – Stake Mounted	151
AR125415	MITL – Base Mounted	151
AR125443	Taxi Guidance Sign, 3 Character	151
AR125444	Taxi Guidance Sign, 4 Character	151
AR125446	Taxi Guidance Sign, 6 Character	151
AR125447	Taxi Guidance Sign, 7 Character	151
AR125470	Modify Existing Sign Panel	151
AR125515	HIRL, Base Mounted	151
AR125525	HIRL, Inpavement	151
AR125901	Remove Stake Mounted Light	151
AR125902	Remove Base Mounted Light	151
AR125904	Remove Taxi Guidance	151
AR125962	Relocate Base Mounted Light	151
AR152410	Unclassified Excavation	25
AR155540	By-Product Lime	32
AR155616	Soil Processing – 16"	32
AR209510	Crushed Aggregate Base Course	45
AR602510	Bituminous Prime Coat	58
AR603510	Bituminous Tack Coat	62
AR620520	Pavement Marking – Waterborne	77
AR620900	Pavement Marking Removal	77
AR701524	24" RCP, Class IV	105
AR701536	36" RCP, Class IV	105

<u>Item No.</u>		<u>Page No.</u>
AR705526	6" Perforated Underdrain w/Sock	109
AR705630	Underdrain Inspection Hole	109
AR751540	Manhole 4'	114
AR751943	Adjust Manhole	114
AR901510	Seeding	120
AR908510	Mulching	127

INDEX

Item No.	Description	Page No.
	Foreword.....	1-6
AR107408	L-806 Wind Cone – 8’ Lighted.....	7
AR800579	Electric Service for Rwy 12 and Rwy 18 Wind Cones.....	7
AR800580	Electric Service for Rwy 24 and Rwy 30 Wind Cones	7
AR800581	Electric Power for Runway 6 and Runway 36.....	7
AR108158	1/C #8 5KV Cable in UD.....	17
AR108656	3/C #6 600V UG Cable in UD.....	17
AR109200	Install Electrical Equipment.....	22
AR110014	4” Directional Bore.....	34
AR110213	3” Steel Duct, Direct Bury	34
AR110552	Extend 2-Way Duct.....	34
AR125410	MITL – Stake Mounted.....	37
AR125415	MITL – Base Mounted.....	37
AR125443	Taxi Guidance Sign, 3 Character.....	37
AR125444	Taxi Guidance Sign, 4 Character.....	37
AR125446	Taxi Guidance Sign, 6 Character.....	37
AR125447	Taxi Guidance Sign, 7 Character.....	37
AR125452	Taxi Guidance Sign, 12 Character.....	37
AR125470	Modify Existing Sign Panel	39
AR125515	HIRL, Base Mounted	41
AR125525	HIRL, Inpavement.....	41
AR125962	Relocate Base Mounted Light.....	41
AR150530	Traffic Maintenance	45
AR150540	Haul Route	46
AR156511	Ditch Check	48
AR156520	Inlet Protection.....	49
AR156521	Headwall Protection	51
AR208540	Oversize Aggregate	53
AR705411	Porous Backfill No. 1	56
AR705526	6” Perforated Underdrain w/Sock.....	56
AR705630	Underdrain Inspection Hole	56
AR705900	Remove Underdrain	57
AR752524	Concrete Headwall 24”	58
AR752536	Concrete Headwall 36”	58
AR752903	Remove Headwall	59
AR800501	Off Peak Construction.....	60
AR910200	Roadway Sign.....	65

FOREWORD

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

SCOPE OF WORK

This project consists of Contract 1 and Contract 2 work items.

Contract 1 includes the widening of Taxiway G from Runway 12-30 to runway end 24 from 50 ft to 75 ft. The taxiway crossovers G3 and G4 will be widened from 67 ft to 130 ft. The taxiway widening will include taxiway tapers at the intersections. The existing Taxiway G from Runway 12-30, and including taxiway crossover G3, will receive a bituminous overlay.

Contract 2 includes the reconstruction of a portion of Runway 6-24 pavement, approximately 800 ft, the conversion of a portion of Taxiway A and D to an emergency access road, modification of taxiway signs along Taxiway B and C, and installations of lighted wind cones at runway ends.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Standard Specifications for Construction of Airport, Illinois Department of Transportation, Division of Aeronautics, adopted January, 1985 and the Supplemental Specifications and Recurring Special Provisions, adopted July 1, 2004, shall govern the project, except as otherwise revised or noted in these Special Provisions. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2002, as revised. In the event of inconsistencies between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

DIVISION I

SECTION 10

DEFINITION OF TERMS

10-54 Resident Engineer. Revise the first sentence as follows:

“The representative of the Owner, whether employed directly by the Owner or employed by an engineering firm retained by the Owner, to observe, document, and test the work and acting under the supervision of the Project Engineer.”

SECTION 30
CONTROL OF WORK

30-08 Authority and Duties of the Resident Engineer. Revise this section as follows:

“As the direct representative of the Owner, the Resident Engineer has immediate charge of inspecting and monitoring the construction project. The Resident Engineer is authorized to inspect and/or perform tests to all or any part of the work and to the materials or manufacturer of materials to be used. The Resident Engineer is not authorized to revoke, alter, or waive any provision to the contract. The Resident Engineer is not authorized to issue instructions contrary to the Plans and Specifications. The Resident Engineer is not authorized to direct or supervise the Contractor or his Subcontractors.

The Resident Engineer is authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract documents, to recommend to the Engineer or Owner that non-conforming materials or work be rejected, and to recommend to the Engineer or Owner suspension of any work in question until the Engineer can make a decision on its acceptability.”

30-09 Duties of the Inspector. Revise this section to read as follows:

“The Resident Engineer and his staff will be authorized to inspect all work being performed and materials being incorporated into the project. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of materials to be used. The Resident Engineer and his staff will not be authorized to alter or waiver the provisions of the contract, nor will they be authorized to issue instructions contrary to the Plans and Specifications or to direct the Contractor's work.”

30-10 Inspection of the Work. Revise the third paragraph to read as follows:

“Any work performed or materials incorporated without inspection by an authorized representative of the Engineer may be ordered removed and replaced by the Engineer at the Contractor's own expense.”

SECTION 40
CONTROL OF MATERIALS

40-04 Plant Inspection. Add the following to this section:

“The Resident Engineer shall have full access to the Contractors’ plant and QC/QA lab facilities for purpose of inspection of the manufacturing operation and quality control testing. For a project that includes the manufacture of bituminous concrete, the Engineer shall have use of the Contractors’ lab for acceptance testing of the cores.”

SECTION 50
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

50-10 Barricades, Warning Signs, and Hazard Markings. Add the following paragraphs to this section:

“The Contractor will notify the Airport Director seven (7) days in advance of the commencement of work. The Contractor will provide the Engineer with a proposed schedule of his proposed construction sequences. The Project Engineer must review and approve this schedule before any construction begins.

The Contractor will be responsible for placing barricades at the locations shown on the Construction Plans, or as directed by the Airport Director. It will be the Contractor's responsibility to furnish and maintain the barricades, equipped with red steady-burning or red flashing lights throughout the duration of this project.”

50-12 Protection and Restoration of Property. Add the following paragraphs to this section:

“The Contractor shall take special care when working in the vicinity of existing airport lighting systems so as not to damage them. Should the Contractor damage any of the lighting systems, he shall immediately repair or replace them, and make any necessary repairs to place them in working order. The cost of equipment and making the repairs will be the responsibility of the Contractor. If during the course of construction it is necessary to interrupt any light circuits, temporary cables shall be installed, as needed, to make the circuit operational.

Active pavement areas shall be kept broom clean at all times.

The Contractor shall maintain the premises in reasonably clean condition and shall not allow any sizeable accumulation of rubbish on the premises.

He shall leave the premises in broom clean condition upon completion of the project.

The Contractor shall take every precaution against fire.”

50-21 Environmental Protection. Add the following to this section:

“The Contractor will be required to minimize air pollution from dust by watering disturbed areas at whatever frequency is necessary in order to control the creation of airborne dust. The furnishing and distribution of the water will be considered as an incidental item to the contract, and no additional compensation will be allowed.”

SPECIAL CONSIDERATION SECTION
ADD THE FOLLOWING SPECIAL SECTIONS
HAUL ROUTE AND EQUIPMENT PARKING

The Contractor will use only the designated haul route and equipment parking area shown on Sheet No. 5. The Contractor's men and equipment shall not traverse outside the designated work areas to other locations on the Airport. The designated haul route will be the only vehicular access to the construction site.

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. 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.

The Contractor will restore the haul route and equipment parking area upon completion of the project.

Failure to use the prescribed haul route and equipment parking area or adhere to the safety requirements will result in the suspension of work.

CONTRACTOR IDENTIFICATION

The Contractor shall be responsible for providing the workers with some type of tag or garment to identify the person as being part of the construction crew.

SCHEDULING OF OPERATIONS

The Contractor will be required to submit a project work schedule to the State of Illinois, Division of Aeronautics, and to the Resident Engineer showing proposed sequences of work.

In the event that other construction projects are in progress at the Airport at the same time as this project, the Contractor will be required to cooperate with all other Contractors and the Airport Director in the coordination of the work.

The Contractor shall not be entitled to any extra compensation due to delays or inconveniences caused by said necessary methods, procedures, and measures to protect air traffic.

SITE INSPECTION

The Contractor shall be responsible for an on-site inspection prior to submitting a bid on this project. Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the construction site.

SPECIAL CONSIDERATION SECTION

Add the following special sections:

“HAUL ROUTE AND EQUIPMENT PARKING

The Contractor will use only the designated haul route and equipment-parking area delineated on the Construction Drawings. The Contractor's personnel and equipment shall not traverse outside the designated work areas to other locations on the Airport. The designated haul route will be the only vehicular access to the construction site. The Contractor will restore the haul route and equipment parking area to the pre-construction condition upon completion of the project.

The Contractor is required to be in 2-way radio contact with the FAA control tower on Ground Control Channel (121.75 MHz) any time his construction activities are on the Airport property. This will keep the Contractor in constant contact with the control tower personnel and provide immediate communication in the event of an aeronautical emergency.

Failure to use the prescribed haul route and equipment parking area or adhere to the safety requirements will result in the suspension of work.

The proposed site of the Engineer's Field Office will be determined at the pre-construction meeting following the bid letting.

The Contractor will provide barriers, IDOT Type I barricades with reflective tape, a red continuous or flashing red light, and an 18-in. square erect orange flag. The locations are shown on the Safety Plan in the Construction Drawings. The barricades are to be spaced no further than 10 ft apart. These barriers will be considered incidental to the project, and no additional compensation will be allowed.”

CONTRACTOR IDENTIFICATION

The Contractor shall be responsible for providing the workers with some type of tag or garment to identify the person as being part of the construction crew.

SCHEDULING OF OPERATIONS

The Contractor shall coordinate all work on this project with the Project Engineer and the Resident Engineer to insure that the construction will cause the least amount of inconvenience possible to normal airport activity. The Airport Director will coordinate and issue all Notices to Airmen (NOTAM).

The Contractor will be required to submit a work schedule to the State of Illinois, Division of Aeronautics and to the Resident Engineer showing proposed sequences of work.

In the event that other construction projects are in progress at the Airport at the same time as this project, the Contractor will be required to cooperate with all other Contractors and the Airport Director in the coordination of the work.

The Airport Director will at all times have jurisdiction over the safety of air and ground traffic during construction. Whenever the safety of air or ground traffic during construction is concerned, his decision as to methods, procedures, and measures used shall be final, and any and all Contractors performing work must be governed by such decisions.

The Contractor shall not be entitled to any extra compensation due to delays or inconveniences caused by said necessary methods, procedures, and measures to protect air or ground traffic.

SITE INSPECTION

The Contractor shall be responsible for an on-site inspection prior to submitting a bid on this project. **Upon receipt of a bid, it shall be assumed that the Contractor is familiar with the construction site.**

ITEM AR107408
L-806 WIND CONE - 8' LIGHTED

DESCRIPTION

107-1.1. Revise this section to read as follows:

“Item AR107408 shall consist of furnishing and installing an L-806 Supplemental Wind Cone at each location shown on the Plans and in accordance with these Special Provisions. The work shall include the furnishing and installation of a support for mounting the wind cone and a concrete foundation. This item shall include wind cone manufacturer’s cable, connections, splice cans, conduit and conduit fittings, lamps, ground rod and ground connection, and all associated equipment, materials, labor, tools, testing, and all incidentals necessary to place each wind cone in operation as a completed unit to the satisfaction of the Engineer.

Item AR800579 shall consist of furnishing and installing the electric service and controls for the Runway 12 and Runway 18 wind cones, as shown on the Plans and specified herein. This item shall include coordination with the serving electric utility company and the Airport Director. This item shall also include furnishing and installing the meter base, service disconnect, fuses, associated riser pole, wind cone control panel, boost transformers, associated support structure, conduit, wiring, grounding, and all associated equipment, materials, excavation, labor, tools, testing, and all incidentals necessary to place the respective system in operation as a completed unit to the satisfaction of the Engineer.

Item AR800580 shall consist of furnishing and installing the electric service and controls for the Runway 24 and Runway 30 wind cones, as shown on the Plans and specified herein. This item shall include coordination with the serving electric utility company and the Airport Director. This item shall also include furnishing and installing the service disconnect, fuses, wind cone control panel, boost transformers, associated support structure, conduit, wiring, grounding, and all associated equipment, materials, excavation, labor, tools, testing, and all incidentals necessary to place the respective system in operation as a completed unit to the satisfaction of the Engineer.

Item AR800581 shall consist of furnishing and installing the electric power and controls for the Runway 6 and Runway 36 wind cones, as shown on the Plans and specified herein. This item shall include coordination with the Airport Director. This item shall also include furnishing and installing the branch circuit breakers, wind cone control panel, boost transformers, associated support hardware, conduit, wiring, grounding, and all associated equipment, materials, excavation, labor, tools, testing, and all incidentals necessary to place the respective system in operation as a completed unit to the satisfaction of the Engineer.”

EQUIPMENT AND MATERIALS

107-2.2 Wind Cones.

- (a) Delete this section.
- (b) Revise this section to read as follows:

“Wind cones shall be manufactured to FAA Specification AC 150/5345-27C (or current edition in force) and shall be FAA-approved (ETL-Certified). Wind cone shall be a Type L-806, Style I externally lighted, plus internally lighted, Size 1 (18 in. by 8 ft) orange nylon windsock, 120 VAC input power, mounted on a frangible base pole. Pole and support structure shall be factory-painted “Aviation Orange”. Wind cone shall be equipped with an L-810 obstruction light mounted on the top of the mast. Overall height of wind cone and support assembly shall not exceed 10 ft. Wind cone shall be Hali-Brite Inc. (P. O. Box 10, 925 1st Street SW, Crosby, Minnesota, 56441, Phone: 1-800-553-6269 or 218-546-7473), Part Number L806-S1-EX-120-ON-N-(IN), or approved equal. Note: the specified wind cone shall be externally lighted to comply with the approved list of certified equipment (FAA AC 150/5345-53B, Appendix 3, Addendum) and shall have additional internal lighting. Contractor shall confirm part number and special options with the respective manufacturer for compliance with these Special Provisions. Include sufficient slack cable with the wind cone to allow connection to the respective feeder cable in an adjacent splice can. Include manufacturer’s specified anchor bolts.”

107-2.3 Wire. Revise this section to read as follows:

“Cable and wiring associated with the wind cone installations and the electric service and control for the wind cones shall be as detailed on the Plans, as specified herein, and shall also comply with Item 108.

THWN Wire – Cable shall comply with Underwriters’ Laboratories Standard UL-83 and Federal Specification A-A-59544. Conductor shall be soft-annealed, uncoated copper and shall comply with ASTM B3 and B8. Insulation shall be rated for 600-Volt. Insulation shall be polyvinyl-chloride conforming to Underwriters’ Laboratories requirements for Type THW. The outer covering shall be nylon conforming to Underwriters’ Laboratories for type THHN or THWN. Cable shall be UL-listed and marked THWN-2. Power and control wiring shall be Encore, Superior Essex, Southwire Company Type THWN-2, or approved equal. **Note where THWN wiring is referenced on the Plans, it shall be THWN-2.**

XHHW Wire – Cable shall be UL-listed as Type XHHW-2 per UL Standard 44 for Rubber-Insulated wires and cables. Cable shall also conform to ICEA S-95-658/NEMA WC70 and Federal Specification J-C-30B. Conductors shall be Class B stranded, annealed, uncoated copper per UL Standard 44. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. XHHW wire may be used in place

of THWN wire for all applications and shall be Southwire Type XHHW-2, or approved equal.

Cable in unit duct from the point of connection to the respective power source to the point of connection to the respective wind cone is not included with this item and shall be paid for separately under Item AR108656, 3/C #6 600 V UG Cable In UD.”

107-2.4 Conduit. Revise this section at follows:

“Galvanized rigid steel conduit (GRSC) shall be heavy wall, hot-dipped, galvanized steel pipe bearing the UL label and conforming to UL-6 and ANSI Specification C80.1. 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.

Conduit for grounding electrode conductors shall be Schedule 40 PVC conduit and shall comply with Item 110 and the following: Conduit shall be Schedule 40 PVC, 90°C, UL-rated, or approved equal. Material shall comply with NEMA Specification TC-2 (Conduit), (Fittings UL-514), and UL-651 (Standard for rigid, non-metallic conduit).

Liquid-tight, flexible metal conduit shall consist of polyvinyl jacket over flexible hot-dipped, galvanized steel tubing. The flexible conduit shall be completely sealed from liquids, dust, dirt, and fumes, and be resistant to oil, gasoline, grease, and abrasion. Jacket shall also be sunlight-resistant. Liquid-tight, flexible metal conduit shall be UL-listed, suitable for use as a grounding conductor, and comply with Article 350 of the 2005 NEC. Liquid-tight, flexible metal conduit shall be Anaconda Sealtite Type UA, as manufactured by Ananmet Electrical Inc., 1000 Broadway East, Mattoon, IL 61938-0039, Liguatite Type LA, as manufactured by Liguatite 222 W. Central Ave., Roselle, IL 60172, or approved equal.”

107-2.5 Concrete. Add the following:

“Foundation for the L-806 wind cone shall be 24 in. diameter by 60 in. deep (minimum). Coordinate the installation of a 2-in. GRSC/elbow into the foundation for the power wiring. Coordinate the installation of a 1-in. Schedule 40 PVC conduit/elbow into the foundation for the grounding electrode conductor. Include reinforcing steel, as detailed on the Plans.”

107-2.7 Splice Cans. Splice cans shall conform to the requirements of FAA AC 150/5345-42C for Type L-867, Class I, Size B (12 in. nominal diameter), 24 in. deep. Splice cans shall have galvanized steel covers, 3/4 in. thick with stainless steel bolts. Splice cans shall include internal and external ground lugs. A splice can shall be provided to connect the respective feeder cables to the wind cone cables and shall be located adjacent to the wind cone foundation. This splice can shall be bonded to the respective ground rod located at the wind cone foundation with a #6 AWG bare copper conductor. **Splice cans shall not be used as a base for the wind cone.**

107-2.8 Electrical Equipment. Electrical equipment shall be as detailed on the Plans and specified herein.

Safety Switches. Furnish and install safety switches, as detailed on the Plans and specified herein. Safety switches shall be heavy-duty, UL-listed, with amperage, voltage, number of poles, and type (fusible or not fusible), and accessories as detailed on the Plans. Safety switches shall be pad lockable in the off position. Include ground lugs or grounding kits with all safety switches. Safety switches for outdoor service entrance applications shall be NEMA 4X stainless steel enclosures UL-listed suitable for service equipment. Safety switches shall be manufactured by Square D, or approved equivalent.

Fuses. Fuses shall be the size and type as shown on the Plans. Fuses shall be manufactured by Bussmann or Littlefuse. Furnish two additional fuses of each size and type used on the project for use as spares.

Branch Circuit Breakers. Circuit breakers shall have voltage ratings, amperage trip ratings, amp interrupting ratings, and number of poles, as detailed on the Plans. Circuit breakers to be installed in an existing panelboard shall be bolt-on type, compatible with the respective panelboard, and manufactured by the same manufacturer as the panelboard. Circuit breakers to be installed in an existing load center shall be plug-on type, compatible with the respective load center, and manufactured by the same manufacturer as the load center.

Control Panels for Wind Cones. Control panels for wind cones shall be as detailed on the Plans.

Junction Boxes. Junction and pull boxes shall be sized as required for conductors and splices and per 2005 NEC Article 314. Boxes shall be UL-listed. Special boxes made to suit conditions shall be used to accommodate the respective application, or where required by National Electrical Code (NEC). Surface-mounted, exterior junction and pull boxes located in non-hazardous, non-classified areas shall be NEMA 4X stainless steel or aluminum, as manufactured by Appleton, Crouse-Hinds, Killark, Hoffman, or equal. All junction and pull boxes installed in classified hazardous areas (Class 1, Division 1 or 2, Group D) shall be NEMA 7 and shall comply with applicable provisions of the NEC including, but not limited to, Articles 500 and 501.

Ground Rods. Ground rods shall be $\frac{3}{4}$ in. diameter, 10 ft long, UL-listed, copper clad with 10-mil minimum copper coating.

Legend Plates. Legend plates shall be required for all safety switches, circuit breakers, disconnects, transformers, control panels, etc. Legend plates shall be provided to identify the equipment controlled, the power source, and the function of each device. Legend plates shall be weatherproof, abrasion-resistant, phenolic material. Lettering shall be black letters on a white background, unless otherwise noted.

CONSTRUCTION METHODS

107-3.1 Installation. The support pole shall be installed on a concrete foundation, as detailed on the Plans.

107-3.2. Counterweight. Delete this section.

107-3.3 Electrical Connection. Add the following:

“Splices in conductors will be allowed only within the specified junction boxes or splice cans. Circuit conductors for power wiring shall be continuous from source of power to connected device. Spliced connections of the wind cone conductors to the cable in unit duct feeder conductors shall be installed in an L-867 base/splice can.”

107-3.4 Booster Transformer. Revise this section as follows:

“The specified cable in unit duct feeding each wind cone (Item AR108656, 3/C #6 600 V UG Cable in UD) was selected to maintain a voltage drop of less than 4 percent from the respective power source to the respective wind cone. Some of the wind cone circuits also include a boost transformer, as detailed on the Plans. The specified wind cone has an Amperage rating of 3.3 Amps at 120 VAC. If the Contractor proposes to use another manufacturer’s wind cone that has a higher Amperage rating, he shall furnish a boost transformer to compensate for additional voltage drop to the wind cone, where applicable. Boost transformers for use with wind cone feeder circuits shall be sized for the respective wind cone loads and to maintain a voltage drop of 4 percent or less as recommended by the respective wind cone manufacturer. Boost transformer shall be UL-listed and designed, manufactured, and tested in accordance with ANSI Standard Z535.3 and NEMA ST20, where applicable. Transformer shall be suitable for indoor/outdoor installation with a NEMA 3R weatherproof enclosure. Boost transformer shall be Square D Company, Class 7414, or approved equal, sized for the respective application.”

107-3.5 Ground Connection and Ground Rod. Revise this section as follows:

“The Contractor shall furnish and install a ground rod, grounding electrode conductor cable, ground clamps/connectors, and exothermic weld connections for grounding the wind cone pipe support near the base. The ground rod shall be ¾ in. diameter by 10 ft long, UL-listed, copper clad with 10-mil minimum copper coating. The ground rod shall be driven into the ground adjacent to the concrete foundation so that the top of the rod is at least 30 in. below grade. The grounding electrode conductor shall consist of No. 6 AWG bare-stranded copper wire or larger. All connections to ground shall be made with 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). Exothermic weld connections shall be installed in conformance with the respective manufacturer’s directions using molds as required for each respective application. Bolted connections will not be permitted at ground rods. The other end of the grounding

electrode conductor shall be securely attached to the base of the pipe support with a UL-listed grounding connector or pipe clamp suitable for the respective application. Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material per 2005 National Electrical Code Article 250-12. Coordinate the installation of a 1-in. Schedule 40 PVC conduit into the foundation to accommodate the grounding electrode conductor. The L-867 splice can located adjacent to the wind cone foundation shall also be bonded to the ground rod with a No. 6 AWG bare-stranded copper wire. The resistance to ground shall not exceed 25 Ohms. Contractor shall test the made electrode ground rod installation with an instrument specifically designed for testing ground field systems. If ground resistance exceeds 25 Ohms, contact the Resident Engineer for further direction. Copies of ground rod test results shall be furnished to the Resident Engineer.”

107-3.7 Lamps. Revise this section as follows:

“The Contractor shall furnish and install all lamps required as per manufacturer's recommendation.”

107-3.8 Chain and Padlock. Delete this section.

107-3.9 Installation of Electrical Equipment.

General. The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of each wind cone, as detailed herein and in accordance with the manufacturer's instructions. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NEC (most current issue in force). Electrical equipment shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device shall not be permitted.

The Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.

The Contractor should examine the proposed site to evaluate the complexity of the work.

Contractor shall coordinate work and any power outages to buildings or facilities located on the Airport with the Airport Director. Where FAA facilities are affected, the Contractor shall coordinate work and any power outages with the Airport Director and the respective FAA personnel.

The Contractor shall be responsible for furnishing and setting all anchor bolts required to install his equipment.

Where concrete mounting pads, foundations, or piers are required for equipment mounting, the Contractor shall furnish all concreting and form work necessary to complete the installation.

Concrete shall conform to Item 610 Structural Portland Cement Concrete (PCC) of the Standard Specifications.

Where electrical equipment is located on damp or wet walls or locations as directed, it shall be “stand-off” mounted ½ in. from the wall in a manner so that the rear of the equipment is freely exposed to the surrounding air. The Resident Engineer and the Airport Representative shall approve the method of mounting before equipment is mounted.

Electrical equipment installed in the vault associated with the wind cone installations shall conform to the applicable requirements of Item AR109200 Install Electrical Equipment and as detailed on the Plans.

Electric Service Entrance. Contractor shall furnish and install electric service entrances, as detailed on the Plans and specified herein. As part of the service entrance work, the Contractor shall coordinate with the serving utility, (Ameren IP, 2460 N. Jasper St. MC H15, Decatur, Illinois 62526, Attn. Ms. Tammie Haugerud, Senior Engineering Representative, Phone: 217-425-6032, Cell Phone: 217-412-6455, Fax: 217-424-7012) the installation of each 120/240 VAC, single-phase, 3-wire service sufficient to handle the loads of the respective wind cones and associated equipment located at the site. **The Decatur Airport Authority/IDOT Division of Aeronautics will pay for all associated electric utility company charges required to provide electric service to the respective service disconnects. The Contractor is not responsible for electric utility company charges associated with the proposed electric service to the respective service disconnects.** The Contractor shall coordinate the new electric services with the serving electric utility company and the Airport Director. The service entrance shall include, but not be limited to, all service entrance equipment, labor, and materials, as detailed on the Plans and specified herein, in order to provide a complete and operational electrical system.

Ameren IP: Major work items to be performed by Ameren IP (not in Contract) shall be as follows:

1. The furnishing of power for a 120/240 VAC, single-phase, 3-wire secondary service sufficient to handle the loads for a 30 Amp service.
2. Furnishing and installing the metering.
3. Connecting the customer’s service entrance conductors to the secondary side of the transformer.
4. Ameren IP shall retain the right to review and approve Drawings prior to installation.

Contractor: Major work items to be performed by the Contractor (in Contract) shall be as follows: (all work, labor, equipment, and materials shall be as detailed on the Plans specified herein, and per the serving electric utility’s requirements, where applicable).

1. Furnishing and installing the service entrance equipment support structure or riser pole, as applicable.

2. Furnishing and installing service entrance conduit and conductors. (Note for overhead applications, the utility will furnish an overhead service drop for connection to the customer's service conductors at the respective conduit weatherhead. For underground applications, the utility company noted they would furnish the service conductors from their transformer to the meter base. Underground conduit from the transformer to the meter base shall be furnished and installed by the Contractor.)
3. Furnishing and installing the meter base per the electric utility company's requirements.
4. Furnishing and installing the service disconnect and fuses.
5. Furnishing and installing ground conductors, ground rod(s), and grounding electrode conductor conduit.
6. Verifying all requirements with serving electric utility.
7. Coordinating the electric service entrance work and billing arrangements with the serving electric utility company and the Airport Director.
8. Additional work, as required by the serving electric utility and as required to provide a complete and operational electric service entrance system.

Installation of Safety Switches. All safety switches shall be provided with appropriate mounting hardware and strut support. Strut support shall be hot-dipped, galvanized steel, Unistrut P-1000-HG, or approved equal. All hardware shall be corrosion-resistant. Mount safety switches securely in accordance with the manufacturer's recommendations/instructions and as required for the respective application. Inspect all safety switches for proper operation, tight and secure connections, and correctness. All safety switch enclosures shall be bonded to ground with a ground lug or bar and ground wire. Field cut holes in safety switch enclosures to accommodate conduit entrances. Where safety switches are provided with concentric knockouts, and the respective conduit does not use the largest knockout, install a grounding bushing with ground wire connections between the bushing and the ground bus. Do not use safety switch enclosures for a splice box or for a pull box. Do not route control wires or other circuit wiring through a safety switch. Where splices are required or other control circuit wires are installed in the respective conduit to a safety switch, provide a separate junction box to accommodate the splices and/or other circuit conductors. Provide NEMA 4 hubs for all conduit entries into safety switch enclosures that are rated NEMA 4, 4X to maintain NEMA 4, 4X rating. Provide fuses for fusible safety switches, as detailed on the Plans. Provide weatherproof, abrasion-resistant, engraved legend plates for each safety switch noting the device served, the power source, and the voltage system.

Installation of Branch Circuit Breakers. Install circuit breakers in panelboards and/or load centers in conformance with the respective manufacturer's directions. Connect only one wire/cable to each breaker terminal. Load centers and panelboards shall be thoroughly inspected

for physical damage, proper alignment, anchorage, and grounding. Inspections shall be made for proper installation and tightness of connections for circuit breakers. Load centers and/or panelboards shall be thoroughly tested after installation and connection to respective loads. Update circuit directory to identify the respective device fed by each new circuit breaker.

Installation of Control Panels for Wind Cones. Installation of control panels for wind cones shall be as detailed on the Plans. Provide NEMA 4 hubs for all conduit entries into the control panel enclosure to maintain NEMA 4, 4X rating.

Grounding. Grounding shall conform to the requirements, as specified in Item AR109200 Install Electrical Equipment and as detailed on the Plans.

METHOD OF MEASUREMENT

107-4.1. Add the following:

“L-867 splice cans associated with the wind cone installations shall be incidental to Item AR107408 L-806 Wind Cone 8’ Lighted, and no additional compensation will be made.”

107-4.2. The quantity of the electric service and controls for the Runway 12 and Runway 18 wind cones to be paid for under Item AR800579 Electric Service for Runway 12 and Runway 18 Wind Cones shall be measured for payment as a unit price per lump sum and shall consist of furnishing and installing all materials, equipment, support hardware, excavation, cables, conduits, surge protection, grounding, electric service work, labor, tools, connections, coordination, preparation, assembly, testing, and other incidentals, as required to perform the specified work as detailed on the Plans and specified herein.

107-4.3. The quantity of the electric service and controls for the Runway 24 and Runway 30 wind cones to be paid for under Item AR800580 Electric Service for Runway 24 and Runway 30 Wind Cones shall be measured for payment as a unit price per lump sum and shall consist of furnishing and installing all materials, equipment, support hardware, excavation, cables, conduits, surge protection, grounding, electric service work, labor, tools, connections, coordination, preparation, assembly, testing, and other incidentals, as required to perform the specified work as detailed on the Plans and specified herein.

107-4.4. The quantity of the electric power and controls for the Runway 6 and Runway 36 wind cones to be paid for under Item AR800581 Electric Power for Runway 6 and Runway 36 Wind Cones shall be measured for payment as a unit price per lump sum and shall consist of furnishing and installing all materials, equipment, support hardware, excavation, cables, conduits, surge protection, grounding, electric service work, labor, tools, connections, coordination, preparation, assembly, testing, and other incidentals as required to perform the specified work as detailed on the Plans and specified herein.

BASIS OF PAYMENT

107-5.1. Payment will be made at the contract unit price per each unit installed and accepted by the Engineer. This price shall be full compensation for furnishing all materials, preparation, assembly, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete each respective item.

Payment will be made under:

- Item AR107408 L-806 Wind Cone-8' Lighted – per each
- Item AR800579 Electric Service for Rwy 12 and Rwy 18 Wind Cones – per lump sum
- Item AR800580 Electric Service for Rwy 24 and Rwy 30 Wind Cones – per lump sum
- Item AR800581 Electric Power for Rwy 6 and Rwy 36 Wind Cones – per lump sum

ITEM 108
INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

DESCRIPTION

108-1.1. Add the following to this section:

“This item of work shall consist of the installation (plowing, trenching, or directional boring) of cable for lighting and wind cone circuits on the runways and taxiways and the associated homeruns at the locations shown on the Plans and in accordance with these Specifications. This item shall include cable in unit duct where noted on the Plans and specified herein.”

MATERIAL

108-2.1 General. Add the following.

“All cable shall be UL-listed as suitable for installed application.”

108-2.2 Cable. Revise this section to read as follows:

L-824 Cable. L-824 cable shall be FAA L-824, Type C, and shall conform to the requirements of FAA Advisory Circular 150/5345-7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS". Circuits for use with constant current regulator outputs (runway or taxiway lighting circuits) shall use 5000-Volt rated cable. Circuits for voltage applications of 600-Volt or less shall use 600-Volt or 5000-Volt rated cable.

XLP-USE Wire. Cable shall comply with UL Standard 44, UL Standard 854, and Federal Specification A-A-59544. Conductor shall be concentric-strand, soft copper, conforming to ASTM B8 and Underwriters' Laboratories Standard UL44 for Rubber Insulated Wires. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene conforming to Underwriter's Laboratories Requirements for Type USE-2 insulation. Cable shall be UL-listed and marked USE-2. Cable shall be Service Wire Company Type USE-2, or approved equal.

Item AR108158, 1/C #8 5KV UG Cable in UD shall be one conductor No. 8, 5000-Volt, FAA L-824, Type C, stranded, in unit duct (3/4 in.).

Item AR108656, 3/C #6 600 V UG Cable In UD shall consist of 3-1/C #6 AWG, XLP-USE, 600-Volt cable in unit duct (1.25 in. or sized larger, as required per NEC). Conductor insulation shall be color-coded as follows:

120 VAC, 1 PH with GND
Phase A – Black
Phase B – Red or Black with Red Tape
Neutral – White
Ground – Green

The wiring associated with the airport electrical vault work shall be paid for under Item AR109200 Install Electrical Equipment - per lump sum.

All other wiring associated with the wind cones shall be the type and size as shown on the Plans and/or as specified herein and shall be considered incidental to Item AR107408 L-806 Wind Cone 8' Lighted - per each. Wiring associated with the electric service/feeder and control for the wind cones shall be paid for under Items AR800579 Electric Service for Runway 12 and Runway 18 Wind Cones per lump sum, AR800580 Electric Service for Runway 24 and Runway 30 Wind Cones per lump sum, and AR800581 Electric Power for Runway 6 and Runway 36 Wind Cones per lump sum.”

108-2.3 Bare Copper Wire (Counterpoise). Revise this section to read:

“Bare copper counterpoise wire will not be required on this project under Item 108.”

108-2.4 Cable Connections. Add the following to this section:

“All below grade splices shall be installed in splice cans or handholes. Splice cans shall be L-867, Class I, Size B (12 in. diameter), 24 in. deep with 3/4 in. thick galvanized steel cover and stainless steel bolts. Larger size splice cans shall be provided, as applicable, for specific equipment applications or manufacturer’s recommendations, and/or where detailed on the Plans. Splice cans located in areas subject to heavy aircraft or vehicle loading shall be L-868 type. The Engineer shall approve all splice locations before work commences. The furnishing and installing of splice cans for new homerun cables shall be incidental to the respective cable pay item, and no additional compensation will be allowed.”

108-2.6 Unit Duct. Standard sizes of smooth wall polyethylene duct shall conform to the dimensional requirements specified below:

Nominal Duct Size	Nominal Inside Diameter	Nominal Standard Wall	Nominal Outside Diameter*
3/4”	0.910”	0.070”	1.050”
1”	1.145”	0.085”	1.315”
1-1/4”	1.440”	0.110”	1.660”
1-1/2”	1.650”	0.125”	1.900”
1-1/2”	2.065”	0.155”	2.375”
2-1/2”	2.449”	0.213”	2.875”
3”	3.048”	0.226”	3.500”
4”	3.048”	0.250”	4.500”

* Dimensions include allowance for duct eccentricity.

108-2.9 Line Marking Tape. Delete this section.

CONSTRUCTION METHODS

108-3.1 General. Add the following to this section:

“At base-mounted lights, the unit duct will be inserted at least 3 in. inside each of the lights' two 6-in. conduit extensions, and then the end of the conduit will be sealed using a heat shrink connection.

Only cable in unit duct may be plowed or directional bored.

The Contractor will identify all existing underground utilities located within the area where the proposed cables are being installed and will take all precautions to protect these utilities from damage. Any underground utility damaged will be repaired or replaced at the Contractor's own expense.”

108-3.2 Installation in Duct or Conduit. Add the following to this section:

“The unit duct will be run continuous through all ducts and conduits.”

108-3.3 Trenching. Add the following to this section:

“(c) Cable installed in cultivated fields shall be installed a minimum of 36 inches below grade.”

108-3.4 Installation in Trenches. Add the following:

“Any and all trenches will be backfilled to a smooth grade to the satisfaction of the Resident Engineer. Areas disturbed during the installation of the proposed cable, which are not completed before the contract seeding operations, will be fertilized and seeded. The fertilizing and seeding will be completed in accordance with Items 901 and 908, but will be incidental to this pay item.”

108-3.8 Splicing. Add the following:

“In-line connections for existing cables cut during construction shall be repaired with the cast splice kit. The Contractor shall have a minimum of two splice kits on the job site at all times for emergency repairs. Cast splice kits shall be specified in paragraph (a) of Item 108-2.4. **Splice cans shall be provided for existing cables cut and repaired for each splice in cables not to be abandoned. Where a splice can is not readily available at the time of the cable damage, splice markers shall be temporarily installed over each splice in cables not to be abandoned, then these splices shall later be replaced with new splices in an L-867 splice can.**

There shall be no splices between series lighting circuit isolation transformers. In the event that a series lighting circuit cable is cut between isolation transformers, the entire length of cable between these isolation transformers shall be replaced.”

108-3.9 Bare Counterpoise Wire Installation and Grounding for Lightning Protection. Revise this section to read as follows:

“Bare copper counterpoise wire will not be required on this project under Item 108.”

108-3.12 Locating of Existing Cables. Add the following:

“The location, size, and type of material of existing underground 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 Engineer shall also be immediately notified. Any such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

Contact Joint Utility Location Information for Excavation (JULIE) for utility information, Phone: 1-800-892-0123. Also, contact the Airport Director and/or respective airport personnel for assistance in locating underground airport cables and/or utilities.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the plowing/trenching/boring of unit duct.”

METHOD OF MEASUREMENT

108-4.1. Add the following:

“For Item AR108656, 3/C #6 600V UG Cable in UD, cable in unit duct shall be measured for payment from the point of connection to the respective power source/control panel to the point of connection to the respective airfield lighting device (splice can at wind cone). Where power originates in the airport electrical vault, cable in

unit duct shall be measured for payment up to the vault. Cable or cable in unit duct installed inside or below the vault shall be incidental to AR800581 Electric Power for Runway 6 and Runway 36 Wind Cones, and no additional measurement for payment will be made.”

BASIS OF PAYMENT

108-5.1. Payment will be made at the contract unit price per lin. ft of cable completed and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials; for all plowing, trenching, directional boring, coring of manholes, and for all excavation and backfilling; and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

- Item AR108158 1/C #8 5KV UG Cable in UD - per lin. ft
- Item AR108656 3/C #6 600 V UG Cable in UD - per lin. ft

ITEM AR109200
INSTALL ELECTRICAL EQUIPMENT

DESCRIPTION

109-1.1. Revise this section to read as follows:

“This item shall consist of furnishing and installing all grounding and associated equipment at the vault to perform the vault modifications, as detailed on the Plans and specified herein. This item shall include all labor, materials, transportation, equipment, wiring, raceways, grounding, tools, coordination, labeling, testing, and all incidentals required to place the grounding upgrades, additions, and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Engineer.

Included under this Item shall be the following:

- (a) Furnishing and installing all grounding, as detailed on the Plans and specified herein.
- (b) Furnishing and installing all raceways, conduits, and ducts in, beneath, and adjacent to the vault.
- (c) Furnishing and installing all necessary cable and wiring within or at the vault, as detailed on the Plans and specified herein.
- (d) Testing, adjusting, and retesting, where applicable, all grounding upgrades.
- (e) Labeling all electrical equipment and incidentals necessary to place all of the equipment in operation as a complete unit acceptable to the Owner and Engineer.
- (f) Disconnect the existing Circuit No. 5 control cables that run between the vault and the control tower and reconnect them to the existing replacement cables that were installed under a previous project.
- (g) Removal of designated existing vault equipment associated with the existing grounding system, as detailed on the Plans and specified herein. All equipment to be removed shall be turned over to the Owner. In the event that the Owner does not want the respective equipment, the Contractor shall dispose of that respective equipment. Removal of vault equipment shall include the removal of the associated wiring and raceway for the respective equipment that is to be removed.”

EQUIPMENT AND MATERIALS

109-2.1 General. Add the following to this section:

“(e) Except as specified otherwise, all new equipment shall be provided by the Contractor and shall be tested for Specification conformance as part of the Aviation Lighting Equipment Certification Program. Certification of conformance, as tested by the testing laboratory, shall be provided by the manufacturer for all items submitted for approval.”

109-2.4 Brick. Delete this section.

109-2.5 Asbestos Cement Duct. Delete this section.

109-2.6 Fiber Conduit. Delete this section.

109-2.7 Rigid Steel Conduit. Add the following:

“GRSC shall be heavy wall, hot-dipped, galvanized steel pipe bearing the UL label and conforming to UL-6 and ANSI Specification C80.1. 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.”

109-2.8 Lighting. Delete this section.

109-2.11 Floor Drains. Delete this section.

109-2.13 High-Voltage Bus. Delete this section.

109-2.14 Bus Connectors. Delete this section.

109-2.15 Bus Supports. Delete this section.

109-2.16 Ground Bus. Revise to read as follows:

“Main ground bus for the vault shall be as detailed on the Plans. Include an engraved-phenolic or plastic legend plate ½ in. high white letters on a green background labeled “MAIN GROUND BUS”. Ground bus for the constant current regulator racks shall be ¼ in. thick by 2 in. wide copper bus bar, as manufactured by Harger Lightning Protection Inc., Gus Berthold Electric Company, or approved equivalent. Ground bus shall include standoffs, insulators, splices, bonding jumpers, mounting hardware, etc., as required for the respective application.”

109-2.19 Potheads. Delete this section.

109-2.20 Prefabricated Metal Housing. Delete this section.

109-2.23 Wire. Delete paragraphs 1, 2, and 3 under section (b) Power Circuits.

Add the following:

“Power Cable (600-Volt and Below). All power wiring, 600-Volt and below, shall be the type, size, and number of conductors as noted on the Plans.

THWN Wire. Cable shall comply with Underwriters’ Laboratories Standard UL-83 and Federal Specification A-A-59544. Conductor shall be soft-annealed, uncoated copper and shall comply with ASTM B3 and B8. Insulation shall be rated for 600-Volt. Insulation shall be polyvinyl-chloride conforming to Underwriters’ Laboratories requirements for Type THW. The outer covering shall be nylon-conforming to Underwriters’ Laboratories for type THHN or THWN. Cable shall be UL-listed and marked THWN-2. Power and control wiring shall be Encore, Superior Essex, Southwire Company Type THWN-2, or approved equal. **Note where THWN wiring is referenced on the Plans, it shall be THWN-2.**

XHHW Wire. Cable shall be UL-listed as Type XHHW-2 per UL Standard 44 for Rubber-Insulated Wires and Cables. Cable shall also conform to ICEA S-95-658/NEMA WC70 and Federal Specification J-C-30B. Conductors shall be Class B stranded, annealed, uncoated copper per UL Standard 44. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. XHHW wire may be used in place of THWN wire for all applications and shall be Southwire Type XHHW-2, or approved equal.

XLP-USE Wire. Cable shall comply with UL Standard 44, UL Standard 854, and Federal Specification A-A-59544. Conductor shall be concentric-strand, soft copper, conforming to ASTM B8 and Underwriters’ Laboratories Standard UL44 for Rubber Insulated Wires. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene conforming to Underwriter’s Laboratories Requirements for Type USE-2 insulation. Cable shall be UL-listed and marked USE-2. Cable shall be Service Wire Company Type USE-2, or approved equal.

Grounding electrode conductors and/or bonding jumpers shall be the size and type as detailed on the Plans. Ground wire for bonding constant current regulator housings and cutout enclosures to the vault ground bus system shall be #6 AWG bare-stranded copper.”

CONSTRUCTION METHODS

109-3.10 General. Add the following to this section:

“The Contractor shall furnish and install all materials necessary for complete and operational installation of the vault equipment, as specified herein and as shown on the Plans. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NEC (most current issue in force) and all other applicable local codes, laws, ordinances, and requirements in force. Electrical equipment shall be installed in conformance with the respective manufacturer’s directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing (or other third party listing), and/or the manufacturer’s warranty of a device shall not be permitted.

Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.

Contractor shall coordinate work and any power outages with the Airport Director (**Gene Marcinkowski, Decatur Airport, 910 Airport Road, Decatur, Illinois 62521, Phone: 217-428-2423**) and/or the Airport Maintenance Supervisor (**John Backer, Phone: 217-428-2423 or 217-423-9903, Cell Phone: 217-433-9182**) and the Resident Engineer. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director prior to shutdown.

All electrical equipment installed by the Contractor shall be properly labeled, and all cables must be tagged.

All changes to the vault wiring will be documented by the Contractor and provided to the Resident Engineer.

Locate Existing Underground Utilities and Cables. The location, size, and type of material of existing underground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. 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 Engineer shall also be immediately notified. Any such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. Contact JULIE for utility information, Phone: 1-800-892-0123. Contact FAA for assistance in locating FAA cables. Also, contact the Airport Director and/or respective Airport personnel for assistance in locating underground airport cables and/or utilities.”

109-3.13 Duct and Conduit. Add the following to this section:

“(a) Conduit shall be installed in accordance with the following:

1. All service, feeder, branch circuit, and control circuit conduits shall be galvanized, rigid steel.
2. Schedule 40 PVC conduits shall be used for individual grounding electrode conductors and/or or bonding jumpers.
3. Liquid-tight, flexible metal conduit shall be used as specified herein.

(b) Conduit Runs

1. All conduits shall be sized as indicated on the Drawings, or if conduit sizes not shown, shall be in accordance with the NEC. All conduit systems shall be mechanically and electrically continuous from source of current to all outlets and grounded in accordance with the NEC.
2. Run all exposed conduit parallel to building walls using right-angle bends. Exposed diagonal runs of conduit will not be permitted. Do not install conduit on roof surfaces unless specifically indicated on the Drawings.
3. Ream conduit after threads are cut. Cut ends square, and butt solidly into couplings.
4. Prevent the accumulation of water, foreign matter, or concrete in the conduits during the execution of the work. Temporarily plug conduit, blowout, and swab before wires are pulled.
5. Fasten conduits to all sheet metal boxes and cabinets with two locknuts in accord with NEC, where insulated bushings are used and where bushings cannot be brought into firm contact with the metal enclosures; otherwise, use at least a single locknut and bushing.
6. Provide conduit expansion joints at building expansion joints for conduit runs 1½ in. and larger. Provide conduit expansion joints or flexible conduit connection at building expansion joints for conduits less than 1½ in.
7. Seal each underground joint and make water-tight.
8. Where building construction or other conditions make it impossible to use standard threaded couplings, install water-tight, threaded unions.
9. Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with conduit bending machine to avoid changing the internal diameter of the conduit and not damage its protective coating either inside or outside. Individual bends shall not exceed 90 degrees and not more than 270 degrees total bends will be allowed in any one conduit run. Where more bends are necessary, and conduit runs exceed 150 lin. ft, install a suitable pull box or junction box.
10. Provide empty conduits installed with a pull wire. Pull wire shall be No. 14 AWG zinc-coated steel, or of plastic having not less than 200 lb. tensile strength. Leave not less than 12 in. of slack at each end of the pull wire.
11. Use liquid-tight, flexible metal conduit for final connection to motors, constant current regulators, transformers, portable equipment, and for equipment subject to vibration and noise transmission. For each conduit sizes up to 1-in. trade size, flexible conduit shall be minimum length of 12

in. and a maximum length of 36 in. For conduit sizes above 1-in. trade size, flexible conduit shall be minimum length of 20 in. and maximum length of 48 in. Liquid-tight, flexible metal conduit shall be UL-listed and suitable for grounding.

(c) Raceway Support and Hangers

1. Securely fasten raceways in-place and support from ceiling or walls at spacing not exceeding:

<u>Material</u>	<u>Maximum Spacing of Supports</u>
a. 1/2-in. thru 1-in. trade size conduit	6 ft
b. 1 1/4-in. thru 1 1/2-in. trade size conduit	8 ft
c. 2-in. to 4-in. trade size conduit	10 ft
d. Liquid-Tight, Flexible Metal Conduit	4-1/2 ft
e. Metal Wireway	10 ft

2. Support rigid conduits within 3 ft of every outlet box, junction box, pull box, cabinet, or termination. Support flexible conduit within 12 in. on each side of every outlet box or fitting.
3. Support conduits by pipe straps, wall brackets, hangers, or ceiling trapeze. The use of perforated iron or wire for supporting conduits is prohibited. Fasten with wood screws or screw nails to wood; by toggle bolts on hollow masonry units, by concrete inserts, or expansion bolts on concrete or spring-tension or threaded C-clamps for rigid steel conduits on steel. Do not weld conduits or pipe straps to steel structures unless specifically indicated.
4. The load applied to fasteners shall not exceed one-third the proof test load of the fasteners.
5. Fasteners attached to concrete shall be vibration-resistant and shock-resistant.
6. Where two or more conduits 1-in. trade size or larger run parallel, trapeze hangers may be used consisting of threaded solid rods, washers, nuts, and galvanized "L" angle or channel iron. Individually fasten conduits to the cross member of every other trapeze hanger with one hole straps or clamp backs with proper size bolts, washers, and nuts. When adjustable trapeze hangers are used, use U-bolt type clamps at end of conduit runs, at each elbow, and at each third intermediate hanger to fasten each conduit.
7. Make hangers of durable materials suitable for the application involved. Applied loads shall not exceed one-third of their loading capacity.
8. All screws, bolts, washers, and miscellaneous hardware used for conduit supports shall be fabricated from rust-resisting metal. Trapeze hangers shall have hanger assemblies protected with galvanized finish."

109-3.15 Wiring and Connections. Add the following to this section.

“Low-voltage wiring shall maintain separation from high-voltage wiring. Low-voltage and high-voltage wiring shall not be installed in the same raceway. Low-voltage and high-voltage wiring shall not be installed in the same handhole or junction box.”

109-3.16 Marking and Labeling. Add the following to this section:

- “(c) Legend plates shall be provided for all equipment. Legend plates shall be provided to identify the equipment controlled, the power source, and the function of each device. Legend plates shall be weatherproof, abrasion-resistant, phenolic/plastic, engraved material and fastened with contact-type permanent adhesive, screws, or rivets. Installation shall not break, crack, or deform the legend plate. Lettering shall be ¼ in. high, black on a white background, unless noted otherwise.
- (d) Provide legend plates to identify the vault ground bus in each room of the vault. Lettering shall be 1/2 in. high, white on a green background. Legend plate shall be labeled “MAIN GROUND BUS”.
- (e) Identification tags: Furnish and install tags identifying the origin and/or far end termination point for each ground wire landed on the Main Ground Bus. Tags for ground connections shall be green laminated plastic, with engraved white cores and laced to conductor with nylon ties. Lettering shall be 3/16 in. minimum in height. Include the following identification tags:

Ground Wire	Identification Label
Grounding electrode conductor to ground field	GROUND FIELD
Grounding electrode conductor to building steel	BUILDING STEEL
Grounding electrode conductor from 120/240 VAC, 800 Amp service disconnect	800 AMP SERVICE DISCONNECT
Grounding electrode conductor from 120/240 VAC, 200 Amp service disconnect	200 AMP SERVICE DISCONNECT
Grounding electrode conductor from 208/120 VAC, 3 PH, service panel/load center	208/120 V SERVICE PANEL:
Engine Generator Frame	ENGINE GENERATOR
Day Tank	DAY TANK
Constant Current Regulator Rack #1 Ground Bar	CCR GND BAR #1
Constant Current Regulator Rack #2 Ground Bar	CCR GND BAR #2

- (f) Do Not Disconnect Tags: Furnish and install brass tags with the words “DO NOT DISCONNECT” embossed for all ground wires terminated on the Main Ground Bus.
- (g) Color-code phase and neutral conductor insulation for No. 6 AWG or smaller. Provide colored marking tape for phase and neutral conductors for No. 4 AWG and larger. **Insulated ground conductors shall have green colored insulation for all conductor AWG and/or KCMIL.** Standard colors for power wiring and branch circuits shall be as follows:

120/240 VAC, 1-PHASE, 3-Wire

Phase A	Black
Phase B	Red
Neutral	White
Ground	Green

- (h) At electrical handholes, identify each cable originating in the vault with respect to the system or device served.”

109-3.17 Grounding Requirements. Grounding shall conform to the following, as applicable: The Contractor shall furnish and install all grounding shown on the Plans and/or as may be necessary or required to make a complete grounding system, as required by the latest NEC (NFPA 70) in force. The reliability of the grounding system is dependent on careful, proper installation, and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints, or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

- (a) All products associated with the grounding system shall be UL-listed and labeled.
- (b) All bolted or mechanical connections shall be coated with a corrosion-preventative compound before joining, Dearborn Chemical Company “No-Oxide A” compound, or equal.
- (c) Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2005 National Electrical Code Article 250-12. All copper bus bars must be cleaned prior to making connections to remove surface oxidation.
- (d) Metallic raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL-listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers (from bushing to the respective ground connection/enclosure frame) for all metal conduits entering service equipment (meter bases, CT cabinet, service disconnects, service panelboards, main service

breaker enclosure, etc.). Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.

- (e) Furnish and install ground rings, ground fields, and/or ground rods at all locations where shown on the Plans or specified herein. Ground rods shall be $\frac{3}{4}$ in. diameter, 10 ft long, UL-listed, copper-clad with 10-mil minimum copper coating. Top of ground rods shall be a minimum of 30 in. below finish grade, unless otherwise noted on the Plans. Ground rods shall be spaced as detailed on the Plans, and in no case spaced less than one-rod length apart. All connections to ground rods and/or ground rings shall be made with 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 Lightning Protection Grounding Equipment, Grayslake, Illinois (Phone: 1-800-842-7437). Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds as required for each respective application. Bolted connections will not be permitted at ground rods or at buried grounding electrode conductors. Grounding electrode conductors shall be bare-stranded copper sized, as detailed on the Plans. In addition to the grounding work described herein and shown on the Plans, the Contractor shall test the made electrode ground field/ground ring with an instrument specifically designed for testing ground field systems. If ground resistance exceeds **10 Ohms**, contact the Resident Engineer for further direction. Copies of ground field test results shall be furnished to the Resident Engineer, upon request, for review and record purposes.
- (f) Buried or concealed ground systems shall be observed by the Resident Engineer before backfilling or covering.
- (g) All connections located above grade between the different types of grounding conductors shall be made using UL-listed, double-compression, crimp-type connectors or UL-listed, bolted ground connectors. For ground connections to enclosures, cases, and frames of electrical equipment not supplied with ground lugs, the Contractor shall drill required holes for mounting a bolted ground connector. All bolted ground connectors shall be Burndy, Thomas and Betts, or equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.
- (h) All metal equipment enclosures, conduits, cabinets, boxes, receptacles, etc. shall be bonded to the respective grounding system.
- (i) Each feeder circuit and/or branch circuit shall include an equipment ground wire. Metal raceway or conduit shall not meet this requirement. The equipment ground wire from equipment shall not be smaller than allowed by 2005 NEC Table 250-

122 “Minimum Size Conductors or Grounding Raceway and Equipment.” When conductors are adjusted in size to compensate for voltage drop, equipment-grounding conductors shall be adjusted proportionately according to circular mil area. All equipment ground wires shall be copper, either bare or insulated, and green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green, and shall be the same insulation type as the phase conductors.

- (j) All utility transformer bank grounds shall be installed in accordance with the serving utility company’s requirements and recommendations and in accordance with NEC.
- (k) Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the NEC. A grounding connection shall not be made to any neutral circuit conductor on the load side of the service disconnecting means, except as permitted by the 2005 National Electric Code, Article 250-24.
- (l) The secondary neutral of all transformers (separately derived system transformers) shall be grounded in accordance with the NEC. The respective grounding electrode conductor shall be connected to the neutral point of the transformer between the transformer and the output disconnect means. Size of the grounding electrode conductor shall be in accordance with the 2005 National Electric Code, Article 250-66 and Table 250-66, unless shown larger on the Drawings. A bond shall be provided between the neutral and transformer case, or other metal that is part of the AC equipment grounding system, so as to complete a circuit for fault current to the transformer winding from the AC equipment grounding system. Size of the neutral bonding conductor shall be in accordance with the 2005 National Electric Code, Article 250-102.
- (m) All exterior metal conduits, where not electrically continuous because of manholes, handholes, non-metallic junction boxes, etc., shall be bonded to all other metal conduit in the respective duct run and at each end with a copper-bonding jumper sized in conformance with the 2005 National Electric Code, Article 250-102. Where metal conduits terminate in an enclosure (such as a motor control center, switchboard, etc) where there is not electrical continuity with the conduit and the respective enclosure, provide a bonding jumper from the respective enclosure ground bus to the conduit sized per the 2005 National Electric Code, Article 250-102.
- (n) Install grounding electrode conductors and/or individual ground conductors in Schedule 40 or Schedule 80 PVC conduit. Where grounding electrode conductors or individual ground conductors are run in PVC conduit, Do Not completely encircle conduit with ferrous and/or magnetic materials. Use non-metallic, reinforced fiberglass strut support. Where metal conduit clamps are installed, use

nylon bolts, nuts, washers, and spacers to interrupt a complete metallic path from encircling the conduit.

- (o) Individual ground conductors and/or grounding electrode conductors shall not be run in metallic conduit and shall not be encircled by metallic clamps. If local codes dictate that grounding conductors must be run in metal conduit or raceway, then the conduit or raceway must be bonded to the grounding conductor at both ends with a bonding jumper sized in accordance with the NEC 250.64(E). All such installations requiring individual grounding conduits to be run in metal conduit or raceway shall be verified and reviewed with the Resident Engineer. This does not apply to AC equipment ground wires run with AC circuits.

109-3.18 Testing. The installation shall be tested in operation and as a completed unit prior to acceptance. Contractor shall furnish all equipment, meters, instruments, cable connections, tools, manpower, and labor to perform the respective tests. Test all new equipment and all existing equipment where modifications take place and confirm proper operation. Coordinate tests with the respective Airport personnel and the Resident Engineer. Tests shall include resistance, voltage, and current reading, as applicable, for the respective equipment. When tests disclose any unsatisfactory workmanship or equipment furnished under this Contract, correct defects and retest. Repeat tests until satisfactory results are obtained. When any wiring or equipment is damaged by tests, the wiring or equipment shall be repaired or replaced at no additional cost to the Contract. Test repaired or replaced items to ensure satisfactory operation. Submit three copies of all test reports to the Resident Engineer. All test reports shall be assembled and bound in a folder or binder. Each test report shall include the following information:

- Project number,
- Project title and location,
- Device or system tested,
- Test performed,
- Date performed,
- Test equipment used,
- Respective Contractor's name, address, and telephone number,
- Testing firm's name, address, and telephone number, if other than the Contractor,
- Names of individuals performing tests,
- Names of individuals observing tests,
- Statement verifying each test,
- Nameplate data from respective equipment tested,
- Test results, and
- Retest results after correction of defective components or systems, where applicable.

109-3.19 Control Wring Modifications for Taxiway G, Circuit #5. Taxiway G, Circuit #5 is an existing circuit that serves the east portion of Taxiway G that is between Runway 12-30 and the end of Runway 24. The existing control cables for Taxiway G, Circuit #5 that run from the

Control Tower to the Baggage Room in the Terminal Building and from there to the Vault are in poor condition. Spare replacement control cables were installed under a previous project in 2005. 2 sets of 37/C #12 AWG 600 Volt control cables were installed between the Control Tower and the Baggage Room and terminated in terminal block enclosures at each respective location. A 50 pair, #19AWG communication/control cable was installed between the Baggage Room and the Vault and also terminated in terminal block enclosures at each location. Disconnect the respective control circuit cables for Taxiway G, Circuit 5 at the Control Tower L-821 Panel, the Baggage Room Transfer Relay Panel and associated terminal panels, and the Auxiliary Pilot Relay Panel at the Vault and reconnect to the respective existing spare replacement cables that run between these facilities. Provide new control wiring (#12 THWN) as applicable to interface to the spare replacement cables to the respective control panels. Contractor shall field verify existing conditions as applicable and verify the respective existing spare control cables with the Resident Engineer and/or the Airport Director and respective Airport Maintenance Supervisor. Coordinate all work with the respective Control Tower Personnel, the Airport Director, and the Resident Engineer.

METHOD OF MEASUREMENT

109-4.3. Add the following to this section:

“The quantity of vault equipment to be paid for under Item AR109200 Install Electrical Equipment shall consist of furnishing and installing all grounding and associated equipment at the vault, as detailed on the Plans and specified herein. This item shall include all labor, equipment, materials, grounding, tools, operational instructions, coordination, and testing required to place the vault and associated electrical equipment into proper working order.

The work associated with the electric power and controls for the Runway 6 and Runway 36 wind cones shall be paid for under Item AR800581 Electric Power for Runway 6 and Runway 36 Wind Cones.”

BASIS OF PAYMENT

Payment will be made under:

Item AR109200 Install Electrical Equipment - per lump sum

ITEM AR110
4" DIRECTIONAL BORE
3" STEEL DUCT, DIRECT BURY
EXTEND 2-WAY DUCT

DESCRIPTION

This item of work shall consist of the installation of all proposed ducting, as shown on the Construction Plans.

110-2.1 General. The duct for direct bury shall be GRSC. Duct for extending 2-way duct (concrete-encased) shall be Schedule 40 PVC. The duct to be directional bored shall be 4-in. GRSC duct, 4-in. Schedule 40 PVC Conduit, or 4-in. High-Density Polyethylene (HDPE) duct. All materials for these items shall be in accordance with the FAA Standard Specification 110 "Equipment and Materials."

110-2.5 Steel Conduit. Replace this section with the following:

“Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, produced in accordance with UL Safety Standard #6 and ANSI C80.1.

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, Group D locations. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbel-Killark, O-Z/Gedney, or approved equal.”

110-2.7 Plastic Conduit. Add to this section:

“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. Conduits for directional boring shall be Schedule 40 PVC, UL-listed, rated for 90°C cable-conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation or HDPE, UL-listed, conforming to NEMA Standard TC-7 and UL 651B 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.”

CONSTRUCTION METHODS

110-3.1 General. Add to this section:

“The proposed 2-way, concrete-encased duct extensions shall be constructed at the locations and in accordance with the details shown on the Construction Plans. The

concrete encasement will be chipped back to expose the duct a sufficient amount to place a coupling band to connect the existing and proposed duct. Rebar will be drilled into the existing encasement per the duct detail in the Construction Plans, if they are not present.

The proposed direct bury duct shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts installed by direct bury method shall be installed 24 in. minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper.

Underground ducts installed by directional boring method shall be installed in a manner that will not damage any existing underground utilities and shall not disturb or damage the respective pavement or roadway surface. Ducts shall be directional bored at the locations shown on the Construction Plans. The ducts will be bored at a minimum depth of 12 in. below the bottom of the pavement it is being bored under. Ducts installed under paved areas and roadways shall extend a minimum of 3 ft beyond the respective pavement or roadway surface. A pull wire will be left in the conduit if it is to be left vacant. The ends of the conduit will be sealed with approved plugs.

The Contractor will determine if there is a conflict between the installation of the proposed electrical duct and the existing or proposed edge drains. He will make all necessary adjustments in depth of installation to avoid any and all proposed underground improvements.”

110-3.7 Locating of Existing Underground Utilities and Cables. The location, size, and type of material of existing underground 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 Engineer shall also be immediately notified. Any such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

It should be noted that all FAA control and communication cables shall be located by the FAA. All utility cables and lines shall be located by the respective utility. Contact JULIE for utility information, Phone: 1-800-892-0123. Also, contact the Airport Director and/or respective Airport personnel for assistance in locating underground airport cables and/or utilities.

METHOD OF MEASUREMENT

110-4.1. The quantity of conduit to be paid for shall be the number of lin. ft of ducts of the particular type installed and measured in-place, complete, and accepted by the Resident Engineer.

BASIS OF PAYMENT

110-5.1. Payment will be made at the contract unit price per each type and size of conduit, completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; and for all excavation and backfilling with aggregate backfill, earth backfill, and concrete; and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

- Item AR110014 4" Directional Bore - per lin. ft
- Item AR110213 3" Steel Duct, Direct Bury - per lin. ft
- Item AR110552 Extend 2-Way Duct - per lin. ft

ITEM AR125
INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1. Revise this paragraph to read as follows:

“This item of work shall consist of furnishing and installing medium-intensity taxiway lights (MITL), high-intensity edge lights, and guidance signs at the locations shown on the Construction Plans and in accordance with the details shown on the Plans. Also included in this item will be the testing of the installation and all incidentals necessary to place the lighting systems into operation and complete to the satisfaction of the Resident Engineer.”

The Decatur Airport Administration prefers the Contractor to install lumacurve taxiway guidance signs, which will match in-place signs.

EQUIPMENT AND MATERIALS

125-2.1 General. Add the following to this section:

“(d) Non-metallic or quartz light fixtures or plastic couplings will not be acceptable under this contract.

All proposed taxiway lights will be Type L-861-T, with 30-Watt incandescent lamp.

All of the above lights will be manufactured in accordance to FAA Specification AC No. 150/5345-46B, latest edition.

(e) The proposed taxiway guidance signs will conform to Advisory Circular 150/5345-44F. The signs will be Size 1, 18-in. sign face with a 12-in. legend; Style 2, powered from a 4.8 to 6.6 Amp series lighting circuit; Class 2, for operation down to -55°C; medium-intensity, Model 2, to withstand wind loads of 200 M.P.H., base-mounted, double-sided, as specified on the Plans.

The signs shall read as described on the Construction Plans. The proposed taxiway guidance signs will be Type L-858Y direction sign (black legend on yellow background); Type L-858R mandatory sign (white legend on red background); Type L-858L location sign (yellow legend and border on black background).

The concrete used in the construction of these items shall be in accordance with Item 610.”

125-2.7 Anti-Seize Compound. Prior to installing the proposed runway and taxiway lights and taxi guidance signs, the Contractor will apply an oxide-inhibiting, anti-seizing compound to all screws, nuts, breakable coupling, and all places where metal comes into contact with metal. The anti-seizing compound will be as manufactured by I.T.T. brand name "Contax", or approved equal.

125-2.8 Stainless Steel Bolts. All base plate-mounting bolts and stake-mounting bolts shall be stainless steel.

CONSTRUCTION METHODS

125-3.3 Identification Numbers. The Contractor will place light identification number tags on ALL of the proposed taxiway and runway lights. The correct light identification numbers are shown on the Construction Plans.

Payment will be made under:

- Item AR125410 MITL-Stake Mounted - per each
- Item AR125415 MITL-Base Mounted - per each
- Item AR125442 Taxi Guidance Sign, 2 Character - per each
- Item AR125443 Taxi Guidance Sign, 3 Character - per each
- Item AR125444 Taxi Guidance Sign, 4 Character - per each
- Item AR125446 Taxi Guidance Sign, 6 Character - per each
- Item AR125452 Taxi Guidance Sign, 12 Character – per each

ITEM AR125470
MODIFY EXISTING SIGN PANEL

DESCRIPTION

125-1.1. Revise this paragraph to read as follows:

“This item of work shall consist of modifying existing taxiway guidance signs. The existing sign panels will be changed to read according to the descriptions on the Construction Plans. The location of the sign to modify is shown on the Construction Plans. Also included in this item will be the testing of the installation and all incidentals necessary to place the lighting systems into operation and complete to the satisfaction of the Resident Engineer.

Taxiway guidance signs TS2A-9 and T2SA-5 will be rewired by the Contractor into the runway lighting circuit, as shown in the Construction Plans. The electrical cable to connect the taxiway guidance sign to the new runway circuit will be paid for by Item AR108158 1/C #8 5KW UG Cable in UD.”

EQUIPMENT AND MATERIALS

125-2.1 General. Add the following to this section:

“The existing taxiway guidance signs conform to Advisory Circular 150/5345-44F. The signs are Size 1, 18-in. sign face with a 12-in. legend; Style 2, powered from a 4.8 to 6.6 Amp series lighting circuit; Class 2, for operation down to -55°C; medium-intensity, Model 2, to withstand wind loads of 200 M.P.H., base-mounted, double-sided.

The proposed modification to the existing guidance signs will conform to Advisory Circular 150/5345-44F. The modification will consist of removing the existing sign faces, two sides, and providing new faces to conform with the faces described on the Plans at the locations shown on the Plans.

The signs shall read as described on the Construction Plans. The proposed taxi guidance sign face will be Type L-858Y direction sign (black legend on yellow background); Type L-858R mandatory sign (white legend on red background); and Type L-858L location sign (yellow legend and border on black background). The sign type is specified on the Construction Plans.”

CONSTRUCTION METHODS

The Contractor will remove the existing sign faces and replace them with new sign faces. The new faces will comply with AC 5345-44F. The existing sign faces will be offered to the Airport

Special Provisions
Decatur Airport

Illinois Project No.: DEC-3414
A.I.P. Project No.: 3-17-0033-17

Director, but if he does not want the existing faces, they will be disposed of by the Contractor off Airport site.

METHOD OF MEASUREMENT

The accepted number of taxiway guidance sign modified will be paid for at the contract unit price per each, completed in-place.

Payment will be made under:

Item AR125470 Modify Existing Sign Panel- per each

AR125
HIRL

DESCRIPTION

This item of work shall consist of furnishing and installing high-intensity, base-mounted edge lights, high-intensity, in-pavement runway edge lights, and the relocation of base-mounted lights at the locations shown on the Construction Plans and in accordance with these Special Provisions.

The Decatur Airport Administrator prefers the Contractor to install Honeywell FAA Type L-850C in-pavement light fixtures.

EQUIPMENT

L-862 - High-Intensity Runway Edge Light, Bi-Directional
L-850C - High-Intensity Runway Edge Light, Bi-Directional
L-868 - Class 1 Size C, 24 in. deep light base, load bearing

The base-mounted, high-intensity edge lights on Runway 6-24 will have a 200-Watt lamp. Fixture R-41 will have a 180 degree amber and a 180 degree clear lens, fixtures R-30A, R-60, and R-60A will have a 360 degree clear lens.

The in-pavement edge light on Runway 6-24, fixture R-31 will have two 200-Watt lamps. The lens will be 360 degree clear. The manufacturer will specify the transformer according to the lamp wattage.

The in-pavement edge light on Runway 12-30, fixture NWSE-53 will have two 115-Watt lamps. The lens will be 360 degree clear. The manufacturer will specify the transformer according to the lamp wattage.

CONSTRUCTION METHODS

The high-intensity, base-mounted edge light will be constructed as detailed on the electrical detail sheet in the Construction Plans.

Construction methods for the in-pavement runway light fixtures will be constructed according to the detail shown on the electrical detail sheet in the Construction Plans.

For the in-pavement fixtures, the Contractor will furnish and install L-868, Class 1, Size C, 24 in. deep light bases at the proposed in-pavement light locations. The Contractor will cut out a 3 ft square section from the existing bituminous pavement. The cut out will be centered over the location for the in-place light. The Contractor will then install 3-in. rigid steel conduit from 3 ft

beyond the pavement edge to the proposed inpavement light location. The top of the duct at the edge of the existing pavement will be 32 in. below the proposed edge of pavement. As part of the work item for the inpavement light, the Contractor will cut or trench through the existing pavement to place the 3-in. rigid steel conduit. The conduit trench will be backfilled with P610 Structural Concrete to a elevation of existing pavement before the bituminous overlay. The 3-in. rigid duct will be paid separately under Item AR110213. As an alternate, the Contractor may directional bore or push the 3-in. rigid steel conduit into place. The conduit at the fixture will be installed at a minimum depth of 24 in. below the finish pavement grade. Once the conduit has been installed, the Contractor will position the light base in the opening and connect the 3-in. rigid conduit to the light base. If the 3-in. rigid steel conduit does not exactly line up with the light base, the Contractor may use a flexible conduit to complete the connection. Any and all connections will be sealed to prevent leakage of the concrete into the conduit. After the conduit is installed, the Contractor will drill and epoxy 1¼ in. diameter rebar into the existing concrete pavement. The rebar will be positioned at the midpoint of the existing concrete and will be placed 10 in. into the existing pavement. The rebar will be evenly spaced at 15 in. separation. Once the conduit and light base are connected and the light base is properly positioned, 610 concrete will be poured and vibrated around the proposed light base, including the backfill for the 3-in. rigid conduit. The concrete will be finished to match the surrounding pavement. The top of the concrete will be hand-troweled and a smooth finish applied. The outer edges of the concrete will be hand-tooled, and the completed light will have a neat clean appearance.

Upon completion of the concrete light base, the Contractor will install the proposed L-850C light units on the L-868 light bases. The proposed No. 8, 5000-Volt, 1/C Type C underground cable in unit duct will run through the proposed 3-in. rigid steel conduit to place the proposed inpavement light into the runway lighting circuit. The 3-in. conduit will be paid for by Item AR110213, and all work and items to install the conduit to the light base shall be included into the cost per lin. ft for the conduit.

The high-intensity light fixture noted for relocation on the Plans shall be relocated to the noted new position. The setting position and wiring into the runway circuit shall conform to the details on Sheet 45 and notes on Sheet 47.

METHOD OF MEASUREMENT

The quantity of high-intensity runway lights (HIRL), base, inpavement lights, and relocated base-mounted lights to be paid for shall be the number of lights installed, completed, and accepted by the Resident Engineer.

BASIS OF PAYMENT

Payment will be made at the contract unit bid price per each for HIRL, Base Mounted, In Pavement, and Relocated Base Mounted Lights. This price and payment will constitute full compensation for furnishing all materials, light bases, fixtures, transformer, disposal of all waste

Special Provisions
Decatur Airport

Illinois Project No.: DEC-3414
A.I.P. Project No.: 3-17-0033-17

material, for all equipment, tools, labor, and incidentals necessary to install the lights and place them into operation.

Payment will be made under:

Item AR125515 HIRL, Base Mounted - per each
Item AR125525 HIRL, In Pavement - per each
Item AR125962 Relocate Base Mounted Light – per each

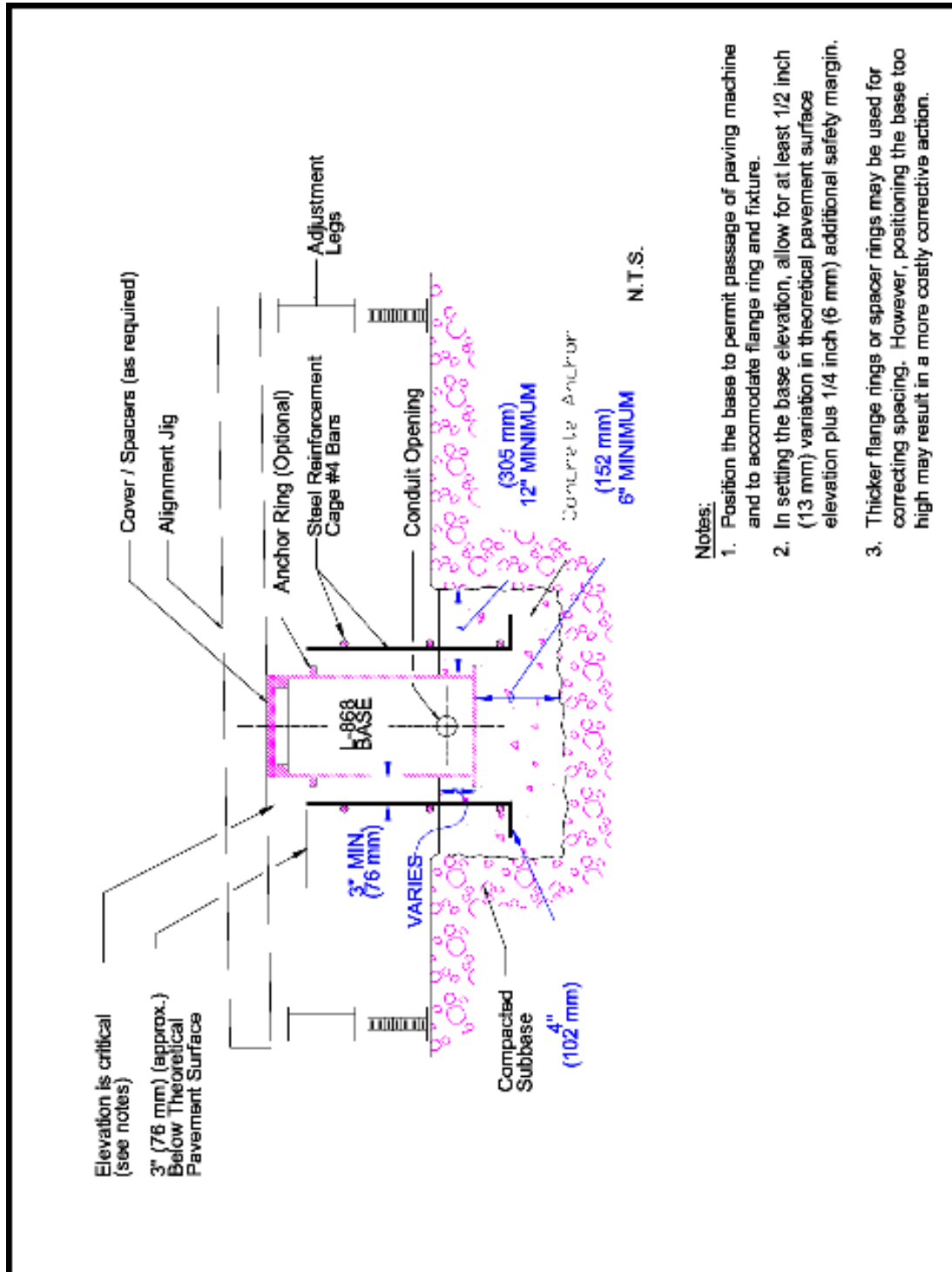


Figure 99 Use of Alignment Jig, No Reference Edge Available, Non-adjustable Base and Conduit System

AR150530
TRAFFIC MAINTENANCE

DESCRIPTION

This item of work shall consist of providing barriers and barricades at the construction site to protect aircraft from entering into the work area. The barriers and barricades will be lighted, marked, and flagged so that they are plainly visible night or day to the pilots operating the aircraft. The make-up of the barrier is detailed on the Plans and consists of a railroad tie covered on three sides with 1-in. thick wood sheeting. The sheeting is covered with stripes of orange and white reflective tape. Two obstruction lights and a flag will be mounted on the barrier. The barricades will be standard highway barricades with a flashing red light. The barricades will require weighting down with sand bags. The placement locations for the barriers and barricades are detailed on the Plans.

CONSTRUCTION METHODS

At commencement of the work, the Contractor shall place barricades and barriers to block access to the Contract 1 construction area. Traffic barriers spaced at 10 ft at the locations shown on the Plans will be placed on Taxiways G, G3, and G4 to block access to the site. Barricades will be placed as shown on the Proposed Safety Plan in the Construction Plans. Once construction is completed in the Contract 1 area, the barriers and barricades will be removed by the Contractor. Prior to commencement of work for Contract 2 area, the barriers will be placed at the locations shown on the Plans. The barriers and barricades will be removed from the Contract 2 area once the work is completed. Providing that work areas are temporarily opened and closed, the Contractor will be required to take up and reset the barriers and barricades.

BASIS OF PAYMENT

Payment will be made at the contract unit price per lump sum for providing, maintaining, and removing barriers and barricades for the project site, to delineate the work site, and prevent aircraft from entering the work area. The price shall be full compensation for furnishing and installation of all equipment and materials; maintenance; for all labor and incidentals necessary to complete this item of work.

Payment will be made under:

Item AR150530 Traffic Maintenance - per lump sum

AR150540
HAUL ROUTE

DESCRIPTION

This item of work shall consist of construction, maintenance, and removal of the haul route at the locations shown on the Construction Plans. The haul routes will be constructed and maintained in accordance to these Specifications.

CONSTRUCTION METHODS

The Contractor shall construct the haul route to provide access to the construction site. The haul routes will be maintained as not to cause delay to the proposed construction. The Contractor will be required to employ methods to control dust and tracking of mud on the grade of the construction site and paved areas.

The haul route extends from the south limit of the proposed concrete plant location to the north edge of pavement of Taxiway G. Access to the haul road is across township roads, and the Contractor is required to review and comply with paragraph 50-04 Permits, Licenses and Fees, Section 50 in the Supplemental Specifications.

The Contractor will install an access gate in the existing fence line at the north end of the access road, and the gate will be locked during non-construction hours. At the completion of the project, the gate will be removed and the fencing reinstalled.

The limits of the haul route will be delineated by the Contractor by placing ribbon lath at intervals of 100 ft on each side of the route.

Where the haul route crosses up onto the taxiway pavement, the pavement will be protected with steel plating, ½ in. or thicker, the width of the access road.

The Contractor will review the locations of buried utilities that might cross the haul road. Existing buried utilities will require protection. The Contractor will investigate the burial depths and the required protection. A minimum of 18 in. of aggregate will be placed over the utilities. Care should be taken with the taxiway edge light cables located 12 ft from the pavement edge and buried at a depth of 18 in. The taxiway lights will be identified with traffic cones. There are buried edge drain pipes at the edge of pavement of taxiways. The pipes and inspection holes will be protected from damage. The steel plating specified to protect the pavement will extend beyond the pavement edge to protect the edge of pavement and edge drains which will remain in-place at the completion of the project.

The Contractor will take special precautions during construction so as not to damage the existing roads, taxiways, buildings, and other existing improvements. Any damage to the existing improvements during construction shall be repaired or replaced by the Contractor at his own expense. All active pavement areas shall be kept broom clean at all times.

Restoration. The Contractor shall restore the haul route when it is no longer required. All materials used for the haul route will be removed from the Airport site. The haul route location will be graded to its original elevations. The area disturbed by the haul route will be seeded and mulched in accordance with Item 901 - Seeding and Item 908 - Mulching. The turfing of the haul route is considered part of this item.

Safety. **All traffic control, safety, and permitting requirements associated with the construction and use of the haul routes are the responsibility of the Contractor.**

BASIS OF PAYMENT

Payment will be made at the contract unit price per lump sum for constructing the haul routes, as specified. This price shall be full compensation for furnishing and installation of all materials; restoration, and turfing; for all labor, equipment, and incidentals necessary to complete this item of work.

Payment will be made under:

Item AR150540 Haul Route - per lump sum

ITEM AR156511
DITCH CHECK

DESCRIPTION

This item of work shall consist of placing and maintaining straw bales to form ditch checks in accordance with the details shown on the Construction Drawings as partial implementation of a Stormwater Pollution Prevention Plan. The measures of the plan and locations of the ditch checks are shown on the Construction Drawings, and shall be constructed in accordance with the Illinois Environmental Protection Agency (IEPA) Standards and Specifications for soil erosion and sediment control and these Special Provisions.

CONSTRUCTION METHODS

The Contractor shall furnish, install, and maintain the straw bales required for the ditch checks at the locations shown on the Construction Drawings. The ditch checks shall be inspected frequently and replaced or repaired, as needed, to the satisfaction of the Resident Engineer throughout the project duration. Replacement of a ditch check will not warrant compensation for an additional ditch check. Once a stand of grass is established and accepted by the Engineer, the Contractor shall remove the straw bale ditch checks and dispose them off the Airport property.

METHOD OF MEASUREMENT

The quantity of ditch checks to be paid for shall be the number of ditch checks constructed as specified and accepted by the Resident Engineer.

BASIS OF PAYMENT

Payment will be made at the contract unit bid price for ditch checks. This price shall be full compensation for furnishing the required materials and constructing the ditch checks to the details shown and the Specifications herein, for maintaining and replacing the ditch checks, as needed, for the duration of the project, and their removal once an acceptable stand of grass has been established on the site.

Payment will be made under:

Item AR156511 Ditch Check – per each

ITEM AR156520
INLET PROTECTION

DESCRIPTION

This item of work shall consist of inlet protection as partial implementation of a Stormwater Pollution Prevention Plan.

The measures of the Plan are shown on the Construction Plans and shall be constructed in accordance with the Illinois Environmental Protection Agency (IEPA) Standards and Specifications for soil erosion and sediment control.

MATERIALS

Silt Fence. The proposed silt fence fabric shall consist of woven or non-woven filaments of polypropylene, polyester, or polyethylene. Non-woven fabric may be needle-punched, heat-bonded, resin-bonded, or combination thereof. The filaments in the silt fence fabric must be dimensionally stable (i.e., to each other), resistant to delamination, and must be free from any chemical treatment or coating that might significantly reduce porosity and permeability. The fabric shall be resistant to ultraviolet radiation. The fabric shall comply with the following physical properties:

Physical Properties (English)	Ground Stabilization	Silt Filter Fence Fabric
Grab tensile strength (lbs.) - ASTM D 4632	200 (min.) ^{1/}	200 (min.) ^{1/}
Grab elongation @ break (%) – ASTM D 4632	12 (min.) ^{1/}	12 (min.) ^{1/}
Burst strength (psi) - ASTM D 751	250 (min.) ^{2/}	250 (min.) ^{2/}
Trapezoidal tear strength (lbs.) ASTM D 4533	75 ^{2/}	-----
Width (ft)	-----	3.5 (min.)
Weight (oz./sq. yd.) - ASTM D 3776	4.0 (min.)	4.0 (min.)
Equivalent opening size (EOS) Sieve No. - Corps of Engrs. CS-02215	-----	30 (min.)(non-woven) ^{2/} 50 (min.)(woven) ^{2/}

1/For woven fabric, test results shall be referenced to orientation with warp or weave, whichever the case may be.

Both woven and non-woven fabric shall be tested wet.

2/Test results may be obtained by manufacturer's certification.

CONSTRUCTION METHODS

Inlet Protection. The existing and proposed storm sewer inlets within the work area shall have silt fence fabric placed around them, as detailed on the Construction Plans. The inlet protection will be installed once the inlet has been installed and backfilled.

The inlet protection will be removed once a stand of grass has been established on the site.

BASIS OF PAYMENT

Payment will be made at the contract unit bid price for inlet protection. This price shall be full compensation for furnishing required material and constructing inlet protection as a proposed erosion control measure, maintaining the inlet protection for the duration of the project, and its removal once a stand of grass has been established on the site.

Payment will be made under:

Item AR156520 Inlet Protection - per each

ITEM AR156521
HEADWALL PROTECTION

DESCRIPTION

This item of work shall consist of placing and maintaining straw bales and silt fence to protect headwalls from silt in accordance with the details shown on the Construction Drawings as a partial implementation of a Stormwater Pollution Prevention Plan. The measures of the plan and the locations of the headwall protection are shown in the Construction Plans, and shall be constructed in accordance with the Illinois Environmental Protection Agency (IEPA) Standards and Specifications for soil erosion and sediment control and these Special Provisions.

MATERIALS

Erosion Control Fence. The proposed silt fence fabric shall consist of woven or non-woven filaments of polypropylene, polyester, or polyethylene. Non-woven fabric may be needle-punched, heat-bonded, resin-bonded, or combination thereof. The filaments in the silt fence fabric must be dimensionally stable (i.e., to each other), resistant to delamination, and must be free from any chemical treatment or coating that might significantly reduce porosity and permeability. The fabric shall be resistant to ultraviolet radiation. The fabric shall comply with the following physical properties:

Physical Properties (English)	Ground Stabilization	Silt Filter Fence Fabric
Grab tensile strength (lbs.) - ASTM D 4632	200 (min.) ^{1/}	200 (min.) ^{1/}
Grab elongation @ break (%) – ASTM D 4632	12 (min.) ^{1/}	12 (min.) ^{1/}
Burst strength (psi) - ASTM D 751	250 (min.) ^{2/}	250 (min.) ^{2/}
Trapezoidal tear strength (lbs.) ASTM D 4533	75 ^{2/}	-----
Width (ft)	-----	3.5 (min.)
Weight (oz./sq. yd.) - ASTM D 3776	4.0 (min.)	4.0 (min.)
Equivalent opening size (EOS) Sieve No. - Corps of Engrs. CS-02215	-----	30 (min.)(non-woven) ^{2/} 50 (min.)(woven) ^{2/}

CONSTRUCTION METHODS

The Contractor shall furnish, install, and maintain the straw bales and silt fence required for the headwall protection at the locations shown on the Construction Drawings. The headwall

protection shall be inspected frequently and straw bales replaced or repaired, as needed, to the satisfaction of the Resident Engineer throughout the duration of the project. Replacement of straw bales or silt fence is considered incidental to the headwall protection, and no additional compensation will be allowed. Once a stand of grass is established and accepted by the Engineer, the Contractor shall remove the straw bales and silt fence and remove them from the Airport property.

METHOD OF MEASUREMENT

The quantity of headwall protection to be paid for shall be the number of headwall protection constructed, as detailed and specified and accepted by the Resident Engineer.

BASIS OF PAYMENT

Payment will be made at the contract unit bid price for headwall protection. This price shall be full compensation for furnishing the required materials and constructing the headwall protection to the details shown and the Specifications herein for maintaining and replacing the straw bales and silt fence, as needed, for the duration of the project, and their removal, once an acceptable stand of grass has been established on the site.

Payment will be made under:

Item AR156521 Headwall Protection – per each

ITEM AR208540
OVERSIZE AGGREGATE

DESCRIPTION

This item of work shall consist of installing oversized crushed aggregate to establish a stable subbase under the proposed widening on Taxiway G, G3, and G4. The subbase will be placed to the grades and locations, as shown on the Construction Plans and cross-sections. The oversize aggregate shall be installed in accordance to the Standard Specifications for Construction of Airports, Item 208 and Item 208 Aggregate Base Course in the Supplemental Specifications.

MATERIALS

The oversize aggregate material shall be a CA-2 course aggregate meeting the gradations, as specified under Article 1004.01 in the Standard Specifications for Road and Bridge Construction, adopted January 1, 2002.

CONSTRUCTION METHODS

The oversize aggregate shall be constructed to the line and elevations as shown on the cross-sections. The oversize aggregate material will be placed in maximum lifts of 5 in. The material will be compacted with a steel wheel vibrating roller having a drum diameter of 48 in., length of drum 66 in., vibrators 1,600 vibrations per minute (vpm), unit static force on vibrating drum(s) 125 lbs. per lin. in. (PLI), total applied force 325 PLI, adjustable eccentrics, and reversible eccentrics on non-driven drum(s).

The in-place field density requirements shall be 93 percent of modified proctor, as determined in accordance with ASTM D1556 for aircraft weights of 60,000 lbs. or more.

BASIS OF PAYMENT

Payment will be made at the contract unit bid price per ton of oversize aggregate, which price and payment will constitute full compensation for preparing subgrade, furnishing, hauling, and placing the materials; for spreading, compacting, and rolling; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Item AR208540 Oversize Aggregate - per ton

ITEM 705
PIPE UNDERDRAINS FOR AIRPORTS

Item 705 Pipe Underdrains for Airports is modified as outlined below:

DESCRIPTION

705-1.1. Add the following to this section:

“This item of work shall also consist of furnishing and installing inspection holes and 6-in. diameter underdrains at the locations and elevations shown on the Construction Plans.”

MATERIALS

705-2.1 General. Add the following paragraph to this section:

“The underdrain pipe for this project shall be 6-in. PVC storm sewer pipe meeting the requirements of ASTM Designation F 758-82, Standard Specification for smooth wall poly (vinyl chloride PVC) plastic underdrain pipe. Solvent welds and fittings shall meet requirements ASTM 2729 and ASTM D-3034.”

705-2.2 through 705-2.12. Delete these sections.

705-2.13 Filter Fabric Envelopes for Perforated Underdrain Pipe. Delete this section and add the following:

“The fabric envelope for encasing perforated pipe may be either a knitted, woven, or non-woven fabric.

(a) Fabric Materials:

- (1) Knitted Fabric. Knitted fabric envelope shall be an approved continuous one-piece, knitted, polyester material that fits over the 6-in. pipe like a sleeve. It shall be knitted of continuous 150 denier polyester yarn and shall be free from any chemical treatment or coating that might significantly reduce porosity and permeability.
- (2) Woven or Non-woven Fabric. The filaments for woven or non-woven fabric shall be polypropylene, polyester, or polyethylene. The filaments must be dimensionally stable (i.e., filaments must maintain their relative position with respect to each other) and resistant to delamination. The filaments must be free from any chemical treatment or coating that might significantly reduce porosity and permeability. Non-woven fabric shall be needle-punched, heat-bonded, resin-bonded, or combinations thereof.”

PHYSICAL PROPERTIES

	<u>Knitted</u>	<u>Woven or Non-woven</u>
Min. Weight (oz./sq. yd.)		3.5 applied ASTM D3887 3.5 ASTM D 3776 4.8 relaxed ASTM D 3887
Min. Wet Grab Tensile Strength (lbs.) 50	ASTM D 4632	100 ASTM D 4632 ^{1/}
Grab Elongation @ Break (%)	-	20 min. ASTM D 4632 ^{1/}
Equivalent Open. Size (EOS No.) 2/ 30 min.	Corps of Engineers CW-02215	30 min. non-woven ^{2/} 50 min. woven ^{2/}
Burst Strength(PSI)	100 min. 2/ ASTM D 3887 ---	

- 1/ For woven fabric, test results shall be referenced to orientation with warp or fill, whichever the case may be.
2/ Manufacturer's certification to meet test requirements.

- (b) Handling and Storage. Knitted fabric envelope shall be applied to the 6-in. pipe in the shop so as to maintain a uniform applied weight. Woven and non-woven fabric or tubing with knitted fabric envelope shall be delivered to the job site in such a manner as to facilitate handling and incorporation into the work without damage. Fabric envelope materials shall be stored in UV-resistant bags until just prior to installation. In no case shall the fabric be stored or exposed to direct sunlight that might significantly diminish its strength or toughness. Torn or punctured fabric envelope shall not be used.”

705-2.15 Porous Backfill. Add the following to the first paragraph:

“The porous backfill shall conform to the particle size, as specified under Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted January 1, 2002 for fine aggregate specification ART.1003.01 gradation FA2.”

705-216 Concrete. Add the following section:

“The concrete used for the construction of the inspection holes shall be in accordance with Specification Structural Portland Cement Concrete, Item AR610.”

705-216 Frames, Lids, and Grates. Add the following section.

“The inspection hole frame and lid shall be NEENAH R-6013, or an approved equal.”

CONSTRUCTION METHODS

705-3.6 Backfilling. Add the following to this section:

“The 6-in. perforated underdrain will be laid at the lines and locations and to the elevations shown on the Construction Plans.

The underdrain trench will be backfilled with Porous Backfill No. 1 in accordance with the detail on the Construction Plans. The porous backfill will be compacted in accordance with the Specification set forth for granular material backfill.

The underdrain inspection holes will be constructed in accordance to the details and at the elevations shown on the Construction Plans.”

BASIS OF PAYMENT

Payment will be made under:

- Item AR705411 Porous Backfill No. 1 - per cubic yd.
- Item AR705526 6” Perforated Underdrain w/Sock - per lin. ft
- Item AR705630 Underdrain Inspection Hole - per each

ITEM AR705900
REMOVE UNDERDRAIN

GENERAL

705-1.0 General. The underdrain pipe shown for removal on the proposed Drainage Plan Sheets of the Construction Plans will be removed by excavating to uncover the pipe and removing and disposing of the materials off Airport site. Cleanouts and inspection holes along the line to be removed will also be removed and the materials disposed of off site. The diameter of the underdrain pipe to be removed is 6 in. Where the underdrain pipe that is to be removed is connected to a drainage structure that is to remain in-place, the structure will be patched to repair the hole created by the removal of the underdrain pipe. The patch thickness will be equal to the wall thickness of the structure and conform to the shape of the structure. The repair will be made with a 610 structural concrete mix.

CONSTRUCTION METHODS

705-2.0 Construction Method. The excavation that is created removing the 6-in. underdrain pipe will be backfilled. For areas under proposed pavement or within 5 ft of the edge of the proposed pavement, the trench will be cleaned of loose earth material, and a Modified CA-6, D-Quality (208-2.3, Table 1, B) will be used to fill the trench to subgrade elevation. The CA-6 material will be placed in the trench in lifts no greater than 6 in. and compacted to 93 percent of modified proctor density. The Contractor will supply the Engineer with a density curve prepared by a certified material testing laboratory. For other areas of trench backfill, the trench will be cleaned of loose material and backfilled with suitable earth material placed in lifts and backfilled according to the density requirements for embankments in Specification Item 152. The pipe burial depth is approximately 4 to 6 ft in depth from the existing surface. The excavated earth material that is free of clay and plastic tile material will be used in the earth embankments. Excavation containing pipe material will be removed from the site. The material, equipment, and labor cost to remove cleanouts and inspection holes are included in the per lin. ft bid price for remove underdrain.

BASIS OF PAYMENT

705-3.0. Payment will be made at the contract unit price per lin. ft of removed underdrain and disposed of off the Airport site. This price shall be full compensation for removal of underdrains, inspection hole removal, repairing holes in existing structures as the result of edge drain removal, furnishing all materials; for all preparation and excavation; for installing these materials; for backfill material; and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR705900 Remove Underdrain – per lin. ft

ITEM AR752
HEADWALL

DESCRIPTION

The proposed concrete headwall for the twin 24 in. and twin 36 in. diameter RCC pipes are to be constructed at the location shown in the Proposed Drainage Plan in the Construction Plans. The structures shall be constructed in accordance to the details show on the Drainage Detail Plan and the Standard Specifications for Construction of Airports dated January, 1985.

METHOD OF MEASUREMENT

752-4.1. The number of concrete headwalls of each size and type shall be counted and measured by the complete unit.

BASIS OF PAYMENT

752-5.1. The accepted number of concrete headwalls of each size and type will be paid for at the contract unit price per each, completed and in-place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the Plans; and for all labor, equipment, tools, and incidentals necessary to complete the structure.

Payment will be made under:

Item AR752624 Concrete Headwall 24" - per each
Item AR752636 Concrete Headwall 36" - per each

ITEM AR752903
REMOVE HEADWALL

GENERAL

752-1.0 General. The headwalls to be removed are similar in design to the proposed headwalls, which are detailed on the Proposed Drainage Plan in the Construction Plans. There are two headwalls to be removed, a headwall for the twin 24-in. concrete pipe, and a headwall for the twin 36-in. concrete pipe. The sections of pipe cast into the existing headwalls shall also be removed.

CONSTRUCTION METHODS

752-2.0 Construction Method. The excavation that is created removing the structure will be backfilled. For areas under proposed pavement or within 5 ft of the edge of the proposed pavement, the excavation will be cleaned of loose earth material, and a Modified CA-6, D-Quality (208-2.3, Table 1, B) will be used to fill the excavation to within 1 ft of the subgrade elevation. The CA-6 material will be placed in lifts no greater than 6 in. and compacted to 93 percent of modified proctor density. The Contractor will supply the Engineer with a density curve prepared by a certified material testing laboratory. For other areas of excavations to be backfilled, the excavation will be cleaned of loose material and backfilled with suitable earth material placed in lifts and backfilled according to the density requirements for embankments in Specification Item 152.

The Contractor shall use caution when removing the headwalls and attached pipe section so as not to damage the adjacent concrete pipe that is to remain in-place. The Contractor will replace any pipe sections that he damages at no cost to the project.

BASIS OF PAYMENT

752-3.0. Payment will be made at the contract unit price per each headwall removed and disposed of off site. This price shall be full compensation for furnishing all materials; for all preparation and excavation; for installing these materials; for backfill material; and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR752903 Remove Headwall – per each

ITEM AR800501
OFF PEAK CONSTRUCTION

DESCRIPTION

This item of work shall consist of special requirement to the Contractor's work sequence while working within 200 ft of the centerline of Runway 6-24.

The construction work in Contract 1 includes the construction of widening Taxiways G3 and G4, and grading, lighting, pavement removal, turfing, and marking within the 200 ft limit.

The construction work in Contract 2 is the reconstruction of 800 ft by 150 ft of bituminous pavement on Runway 6-24 and includes bituminous pavement milling, applying bituminous prime, resurfacing with bituminous surface course material, grooving, marking, and shoulder restoration.

When construction work is being conducted within 200 ft of the centerline of Runway 6-24, equipment or personnel are within the 200 ft limit, the grading is disturbed or mounds or holes, or drop off exist within the area, the runway will be closed to air traffic and marked out of service.

Runway 6-24 can be closed for construction during defined periods, but required to be opened during other periods. Prior to reopening the runway, all hazards have to be eliminated, and inspection is required. The requirements of reopening the runway are stated in this Specification.

The period of time that Runway 6-24 can be closed to air traffic is as follows:

Day	Closure Times			
Tuesday	From	6:00 a.m.	To	9:00 p.m.
Wednesday	From	6:00 a.m.	To	9:00 p.m.
Thursday	From	6:00 a.m.	To	9:00 p.m.
Friday	From	6:00 a.m.	To	Midnight
Saturday	From	Midnight	To	Midnight
Sunday	From	Midnight	To	Midnight
Monday	From	Midnight	To	9:00 p.m.

The Contract 1 items of work within 200 ft of Runway 6-24 include grading, pavement removal, bituminous milling, aggregate base, drainage, 14½ PCC pavement, bituminous base and surface course, runway and taxiway lighting, marking, and seeding and mulching. The items of work will be constructed in such a manner to allow the runway to be closed for air traffic for the specified periods, and then reopened for air traffic for the remaining periods.

The Contract 2 items of work, within 200 ft of the Runway 6-24, includes bituminous milling, application of prime coat, bituminous surface course, grooving, marking, and shoulder restoration.

The runway will remain closed when construction activities, men, or equipment are within 200 ft of the runway centerline, and when hazards are present in these areas, open trenches, or mounds of earth, any earth grades that exceed 5 percent, more than a 3-in. drop between the runway pavement and earth shoulder, or longitudinal and transverse pavement grades and marking or lighting are not in compliance to this Specification section.

EQUIPMENT

The Contractor, prior to working in an area that requires the closure of Runway 6-24, will have all of the equipment and materials to complete the work. Also, the Contractor is required to have a contingency plan to obtain replacement equipment in case of a breakdown. The back-up equipment is required to be located close enough that it can be at the site and operating within two hours of the breakdown. The written contingency plan is required to be submitted to the Resident Engineer and approved prior to any work commencing that requires the closure of the runway.

CONSTRUCTION LIGHTING

Construction area lighting will be required if construction activities are conducted during nighttime hours. A minimum of 10-ft candles of illumination should be provided in the work area, using maneuverable light plants with 1,000-Watt metal halide floodlights, mounted as high as aircraft, airspace, and practicality will allow. Lighting the pavement from both sides is considered preferable, as lighting from only one side can result in objectionable shadows.

All paving machines, rollers, distribution trucks, and other equipment, except haul trucks, will be equipped with artificial illumination to safely illuminate the area immediately surrounding the work areas.

CONSTRUCTION PRACTICES

Project Submittals. The Contractor is required to file the following items with the Project Engineer for approval prior to the start of construction:

- a) Progress Schedule. A detailed progress schedule showing the proposed schedule or work in the area to be constructed each day.
- b) Equipment. A complete listing of the equipment to be used as standby equipment, its location, and its readiness condition.
- c) Evidence that the amount of aggregate and concrete that the Contractor proposes to place each work day can be supplied to the construction site in the time required.

- d) **Project Superintendent.** The experience record of the Project Superintendent that the Contractor proposes to place in charge of the project. The experience record should list the Superintendent's experience on PCC and bituminous pavement placement, including nighttime or off-peak construction.

Daily Construction Progress Meeting. A scheduled 20 to 30 minute progress meeting will be held at the end of each day to discuss the next day's activities. The Project Engineer will call the meeting, and the Construction Superintendent will be required to attend.

CONSTRUCTION METHODS

General. It is important to have on-site sufficient aggregate material stockpiled to use to taper against the edge of the completed pavement widening sections to comply with acceptable pavement drop-off and slope criteria so that the runway can be opened on schedule in case of a breakdown of equipment.

Opening to Traffic. In Contract 1, the placement of the concrete can continue up to the time which will allow the concrete to obtain sufficient strength for the sawing of joints without raveling the concrete and completing other required construction operations, such as applying curing compound and placing earth shoulders and tapers. Also, time has to be provided for the clean-up of the site, inspection, securing all materials and equipment to the equipment area, and removal of the closed runway marking.

In Contract 2, the Contractor has the option to complete as much of the pavement area replacement as he can complete within each scheduled closing period. The area to be milled will be limited to the area that can be replaced with bituminous surface course material to grade within the closure time period. The bituminous surface course material will be placed in two lifts. Providing the reconstruction area is completed in stages, and if at the match points there is a difference in elevation between the newly placed pavement and the adjacent existing pavement by more than ¼ in., the existing pavement will be tapered to match the new pavement. The taper will be completed by milling if the existing pavement is higher than the newly placed pavement, and bituminous surface course material if the existing pavement is lower than the newly placed pavement. The rate of taper with either bituminous material or milling will be at a rate of 20 ft per 1 in. height differential. Also, the taper will be constructed so that it drains.

Runway Marking. Prior to opening Runway 6-24, the runway centerline marking will be in place. As part of this item of work, the Contractor will replace the centerline marking where it has been removed prior to opening the runway. The edge stripe and runway zone markings will be replaced immediately following the completion of the entire pavement replacement paving. The markings will be considered as temporary, and will be completed, in accordance to AR620520 Pavement Marking-Waterborne, in one application. Runway beads will be applied to the paint. The runway marking item of work will be the first application of a two application process. The second application will be completed once the grooving is completed. Payment for the two applications of runway marking will be made following the second application, and by Item AR620520, Pavement Marking-Waterborne.

Edge Lighting. Runway 6-24 lighting system has to be operational prior to opening the runway to air traffic. The proposed in pavement runway lights and runway light relocations do not have to be operational for the runway to be opened to air traffic.

Earth Shoulders. For Runway 6-24 to be open to aircraft, a temporary graded earth shoulder will have to be obtained adjacent to Runway 6-24 and the edge of taxiway within 200 ft of the centerline of the runway. The earth shoulder will begin at the surface elevation of the pavement edge and drop at (-5 percent) grade away from the pavement for the first 10 ft, and then at a maximum of (-3 percent) grade to match with the existing ground. The match point, in most cases, will be within 60 ft of the pavement edge. Light rolling of earth and aggregate shoulders is required.

Pavement Marking and Work Area Clean-up. The entire pavement area to be open to traffic will be swept clean. A rotary broom or blower-type sweeper will be used. An inspection of the pavement area and adjacent turf will be made just prior to opening, and the Contractor's Superintendent will be required to be present at the inspection. The Contractor is required to have the necessary manpower and equipment standing by to perform any additional clean-up that may be identified during the inspection.

Post-Construction Inspection. The Airport Director and staff will conduct an inspection of the work area before opening the area to aircraft operations. The inspection is to insure that all construction materials have been secured, all pavement surfaces have been swept clean, and all transitional shoulders have been properly constructed. Only if all items on Figure 2 listing meet with the Airport Director's approval will the area be opened to aircraft operations.

Liquidated Damages. It is imperative that Runway 6-24 be open for air traffic operations for all times other than those periods permitting the closure as stated in this Specification. For any day the Contractor fails to meet the schedule, including not opening on time, there will be an assessment to the Contractor of liquidated damages in the amount of \$1,000.00 per day for each day. This amount is not a penalty, but is a liquidated damage in addition to the amount set forth in the contract documents. This liquidated damage is based on an estimate of the damages to be expected if a primary user of the subject airport cannot use Runway 6-24 during the open times specified in these Specifications. The parties to this contract are relying on an estimate because a precise determination of such damages cannot be made at this time.

BASIS OF PAYMENT

Payment will be made at the contract unit price bid for off-peak construction. This price shall be full compensation for furnishing all materials, for all preparation, for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR800501 Off Peak Construction - per lump sum

<u>ITEM</u>	<u>COMPLETED</u>	<u>REMARKS</u>
1. Are all transition shoulders and tapes constructed and safe for aircraft operations?	<hr/>	
2. Have all Quality Assurance tests been properly conducted?	<hr/>	
3. Has all construction equipment, including lighting units, been removed to a remote storage location?	<hr/>	
4. Have all construction materials which are to remain on site been properly secured from dislodgement by wind or jet blast?	<hr/>	
5. Have all excavations been properly backfilled for safe aircraft operations?	<hr/>	
6. Has all construction debris been cleaned up and removed from the construction site to a safe disposal location?	<hr/>	
7. Have all obstruction lights and barricades been removed from areas which are to be opened to aircraft operations?	<hr/>	
8. Has all lighting and/or temporary lighting been returned to service and tested?	<hr/>	
9. Have all runway visual aids been returned to service and tested?	<hr/>	
10. Have proper NOTAM's been issued for the runway operating conditions?	<hr/>	
11. Have all pavement "lips" greater than 3 in. in height been removed?	<hr/>	

ITEM AR910200
ROADWAY SIGN

DESCRIPTION

This item of work shall consist of installing roadway signs on Taxiways A and D/emergency access road, as shown on the Construction Plans and as determined by the Airport Director. The proposed signs shall consist of the following: two stop signs.

CONSTRUCTION METHODS

The Contractor shall install the proposed signs at the locations shown on the Construction Plans and in compliance with the Federal Highway Administrations' Manual on Uniform Traffic Control Devices, as well as the Illinois Department of Transportations' Standard Specifications for Traffic Control Items. In the event of a conflict in construction requirements or procedures, the more stringent policy will govern.

METHOD OF MEASUREMENT

The quantity of signs to be paid for shall be the number of signs installed and accepted by the Resident Engineer.

BASIS OF PAYMENT

Payment will be made at the contract unit bid price for signs per each; payment shall constitute full compensation for furnishing all materials, equipment, labor, and all incidentals necessary to complete the item of work.

Payment will be made under:

Item AR910200 Roadway Sign – per each

CONTRACT REQUIREMENTS

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

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

(3) Convict Labor. No convict labor may be employed under this contract.

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

(5) Withholding: Sponsor from Contractor. Whether or not payments or advances to the Co-Sponsors are withheld or suspended by the FAA, the Co-Sponsors may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by this contract.

(6) Nonpayment of Wages. If the Contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the Co-Sponsors may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

(7) FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

(8) Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in Paragraphs (1), (3), (4), (5), (6), and (7) above and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(9) Contract Termination. A breach of Paragraph (6), (7), and (8) above may be grounds for termination of the contract.

PROVISIONS REQUIRED BY THE REGULATIONS OF THE SECRETARY OF LABOR 29 CFR 5.5

(a) Contract Provisions and Related Matters.

(1) Minimum Wages.

Revised 1/92

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor 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 provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(ii)(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. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(ii)(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. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(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. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(2) Withholding. The Federal Aviation Administration shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such work, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149).

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

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

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

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

(ii)(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 (a)(3)(ii)(B) of this section.

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

(4) Apprentices and Trainees

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

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

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

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

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

(7) Contract determination: debarment. A breach of these contract clauses paragraphs (a)(1) through (10) and the 2nd clause (b)(1) through (5) below 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 referenced in this contract.

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

(10) Certification of Eligibility.

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

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

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

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), (4) and (5) of this section in full in AIP construction contracts in excess of \$2,000. These clauses shall be inserted in addition to the clauses required by paragraph 5.5(a) or paragraph 4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in paragraph 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

FEDERAL REGULATIONS VOL. 40, #74,
WEDNESDAY, APRIL 16, 1975, PAGE 17124,
ADMINISTRATION OF THE CLEAR AIR ACT
& WATER POLLUTION CONTROL ACT
(with respect to Federal Grants)

In connection with the administration of the Clean Air Act and the Water Pollution Control Act with respect to Federal Grants, specific requirements have been imposed of any contract which is not exempt under the provisions of 40 CFR 15.5.

(1) Any facility listed on the EPA List of Violating Facilities pursuant to Paragraph 15.20 of 40 CFR as of the date of the contract award will not be utilized in the performance of any non-exempt contract or subcontract.

(2) The Contractor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder after the award of the contract.

(3) Prompt notification shall be required prior to contract award to the awarding official by the Contractor who will receive the award of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor shall include or cause to be included the criteria and requirements in paragraphs 1 through 4 in any non-exempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

Attachment No. 1

During the performance of the 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 the behalf of the Contractor, state that all qualified applicants will receive consideration 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 worker's 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 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 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 24 September 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 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.

ATTACHMENT NO. 2

EACH PRIME CONTRACTOR SHALL INSERT IN EACH SUBCONTRACT THE CERTIFICATION IN APPENDIX B, AND FURTHER, SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

- Appendix B of 49 CFR Part 29 -

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE REQUIRED CONTRACT PROVISIONS
ALL FEDERAL-AID CONSTRUCTION CONTRACTS

Effective February 1, 1969
Revised January 2, 1973

The following provisions are State of Illinois requirements and are in addition to the Federal requirements.

"EQUAL EMPLOYMENT OPPORTUNITY"

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

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

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

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

TABLE OF CONTENTS

SECTION 1

Proposal Requirements and Conditions

SUB-SECTION

1-01 ADVERTISEMENT (Notice to Bidders).....	42
1-02 PREQUALIFICATION OF BIDDERS.....	42
1-03 CONTENTS OF PROPOSAL FORMS	43
1-04 ISSUANCE OF PROPOSAL FORMS.....	43
1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE.....	43
1-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.....	43
1-07 PREPARATION OF THE PROPOSAL	44
1-08 REJECTION OF PROPOSALS	44
1-09 PROPOSAL GUARANTY	44
1-10 DELIVERY OF PROPOSALS	45
1-11 WITHDRAWAL OF PROPOSALS.....	45
1-12 PUBLIC OPENING OF PROPOSALS.....	45
1-13 DISQUALIFICATION OF BIDDERS.....	45
1-14 WORKER'S COMPENSATION INSURANCE.....	45

SECTION 2

Award and Execution of Contract

SUB-SECTION

2-01 CONSIDERATION OF PROPOSALS	45
2-02 AWARD OF CONTRACT	46
2-03 CANCELLATION OF AWARD	46
2-04 RETURN OF PROPOSAL GUARANTY	46
2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS.....	46
2-06 EXECUTION OF CONTRACT.....	46
2-07 APPROVAL OF CONTRACT	46
2-08 FAILURE TO EXECUTE CONTRACT	46

SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

1-02 PREQUALIFICATION OF BIDDERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

2-02 AWARD OF CONTRACT. The award of contract will be made within 75 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter, that his bid has been accepted, and that he has been awarded the contract.

If a contract is not awarded within 75 days after the opening of proposals, a bidder may file a written request with the Division for the withdrawal of his bid and the Division will permit such withdrawal.

The award period for this project is 75 days and expires on October 19, 2005. At that point, the contractor may request, in writing, an award extension of 86 days, which will expire on January 13, 2006. At this point, the contractor may request a second and final award extension, in writing, of 131 days which will expire on May 24, 2006. There is no guarantee that this project will be awarded.

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

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

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

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

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

APPENDIX B

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

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

Revised 08-31-83

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

Revised 08-31-83

APPENDIX B (CONTINUED)

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

Revised 08-31-83

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

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

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

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

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

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

Revised 08-31-83

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

Revised 08-31-83

- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Revised 08-31-83

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

Revised 08-31-83

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

41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

DISADVANTAGED BUSINESS POLICY

I. NOTICE

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

II. POLICY

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

III. OBLIGATION

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

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

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

V. BREACH OF CONTRACT

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

(Rev. 9/21/92)

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- I. FEDERAL OBLIGATION: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.
- II. CONTRACTOR ASSURANCE: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:
- The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- III. OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.77% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.
- IV. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 7.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
- A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

D. The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

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

A. DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

B. DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

C. DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

D. DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

E. DBE as a material supplier:

1. 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
2. 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

VIII. GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- A. The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 4. (a) Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 7. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- B. If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will

designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- C. The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415 (Telefax: 217-785-4533). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

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

- A. No amendment to the Utilization Plan may be made without prior written approval from the Division of Aeronautics. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415. Telephone number (217) 785-8514. Telefax number (217) 785-4533.
- B. All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Division of Aeronautics of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Division and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Division will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- C. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Division's Chief Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

- D. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

Certification of Nonsegregated Facilities - as Required by 41 CFR 60-1.8

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause).

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of his 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, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
9. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and
Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING LOBBYING (Applicable to contracts in excess of \$100,000):

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have paid or will be paid, by or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

WORKERS' COMPENSATION INSURANCE

Prior to the execution of his construction contract by the Illinois Department of Transportation, Division of Aeronautics, hereinafter referred to as "Division", the Contractor shall furnish to the Division certificates of insurance covering Workers' Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Workers' Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance or other protection, until acceptance of the work by the Division is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Workers' Compensation Act" may be considered as a breach of the contract.

SPECIAL PROVISION FOR DOMESTIC SOURCE FOR STEEL

Control of Materials: All steel products, as defined by the Illinois Steel Products Procurement Act, incorporated into this project shall be manufactured or produced in the United States and, in addition, shall be domestically fabricated. The Contractor shall obtain from the steel producer and/or fabricator, in addition to the mill analysis, a certification that all steel products meet these domestic source requirements.

CLAUSE TO BE INCLUDED IN ALL SOLICITATIONS,
CONTRACTS, AND SUBCONTRACTS RESULTING FROM PROJECTS FUNDED UNDER THE AIP

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

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the 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 upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the 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 immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

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

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

NOTICE

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

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

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.