

## **INSTRUCTIONS**

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

### **PREQUALIFICATION**

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

### **WHO CAN BID?**

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

### **REQUESTS FOR AUTHORIZATION TO BID**

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

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

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

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index> before submitting final bid information.

### ***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

Addenda questions may be directed to the Contracts Office at (217)782-7806 or [DOT.D&Econtracts@illinois.gov](mailto:DOT.D&Econtracts@illinois.gov).

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

## **BID SUBMITTAL GUIDELINES AND CHECKLIST**

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

## **BID SUBMITTAL CHECKLIST**

- Cover page** (the sheet that has the item number on it) – This should be the first page of your proposal, **followed by your bid (the Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices that came with the proposal package.
- Page 4 (Item 9)** - Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After Page 4** – Insert the following documents: Cost Adjustments for Steel, Bituminous, and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** - Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** - This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** - One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) – Check N/A if the Form A you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A you submitted is not correct and you will be required to submit a revised Form A.
- Pages 20-21 (Workforce Projection)** - Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.
- Proposal Bid Bond** – (After the Proposal Signature Page) Submit your proposal bid bond (if applicable) using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.
- Disadvantaged Business Utilization Plan and/or Good Faith Effort** - The last item in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation for a Good Faith Effort, it should follow the SBE Forms.

# 1A

## RETURN WITH BID

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

**Letting April 22, 2016**

### NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Illinois Department of Transportation  
DIVISION OF AERONAUTICS

Contract No. DE076  
Decatur Airport  
Decatur, Illinois  
Macon County  
Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-111/120

For engineering information, contact Robert A. Waller, P.E. of Hanson Professional Services Inc. at (217) 788-2450.

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

PLEASE MARK THE APPROPRIATE BOX BELOW:

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



**Illinois Department  
of Transportation**

**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. DE076  
Decatur Airport  
Decatur, Illinois  
Macon County  
Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-111/120**

**Construct Perimeter Fence w/Gates in Frontal Area**

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

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

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

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

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

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

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

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

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

Item \_\_\_\_\_

Airport \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

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STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - DE076

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 03/08/16  
 RUN TIME - 183941

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
MACON	115	07	DECATUR	3-17-SBGP-XX	DE-C -4430

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR110610	ELECTRICAL HANDHOLE	EACH	1.000 X		=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR150520	MOBILIZATION	L.S.	1.000 X		=		
AR151420	CLEARING TREES 0-2.5' BUTT. DIA.	EACH	2.000 X		=		
AR151429	STUMP REMOVAL 0.0-2.5 FT. DIA.	EACH	2.000 X		=		
AR162224	CLASS E MANUAL SLIDE GATE-24'	EACH	1.000 X		=		
AR162226	CLASS E MANUAL SLIDE GATE-26'	EACH	1.000 X		=		
AR162510	CLASS E FENCE 10'	L.F.	1,239.000 X		=		
AR162604	CLASS E GATE-4'	EACH	1.000 X		=		
AR162605	CLASS E GATE-5'	EACH	1.000 X		=		
AR162715	ELECTRIC GATE-15'	EACH	1.000 X		=		
AR162725	ELECTRIC GATE-25'	EACH	2.000 X		=		
AR162900	REMOVE CLASS E FENCE	L.F.	1,258.000 X		=		
AR162905	REMOVE GATE	EACH	2.000 X		=		
AR162908	REMOVE ELECTRIC GATE	EACH	3.000 X		=		

DECATUR  
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - DE076

ECMS002 DTGECM03 ECMR003 PAGE 2  
RUN DATE - 03/08/16  
RUN TIME - 183941

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR162910	REMOVE CLASS E GATE	EACH	3.000 X			=	
AR800467	UPGRADE CARD READER	EACH	3.000 X			=	
AR800468	SNOW BRUSH AND BLADE KIT	EACH	5.000 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

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

##### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

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

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

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

Section 50-30. Revolving door prohibition.

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

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

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

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

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

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

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

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

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

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

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

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

Section 50-14 Environmental Protection Act violations.

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

### **F. Educational Loan**

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

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

**RETURN WITH BID**

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

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

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

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

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

**RETURN WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

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

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

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

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

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

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

**RETURN WITH BID**

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

---

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

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

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

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**RETURN WITH BID**

**Contract No. DE076  
Decatur Airport  
Decatur, Illinois  
Macon County  
Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-111/120**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

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

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

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

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

## RETURN WITH BID

### ADDITIONAL FEDERAL REQUIREMENTS

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

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

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY

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

**RETURN WITH BID**

**Contract No. DE076  
Decatur Airport  
Decatur, Illinois  
Macon County  
Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-111/120**

PROPOSAL SIGNATURE SHEET

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

Firm Name \_\_\_\_\_  
(IF AN INDIVIDUAL) Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
(IF A CO-PARTNERSHIP) Business Address \_\_\_\_\_  
\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
(IF A CORPORATION) Typed or printed name and title of Authorized Representative \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
(IF A JOINT VENTURE) Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

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



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

IL Proj. No. \_\_\_\_\_ SBG Pr. No. \_\_\_\_\_ Letting Date \_\_\_\_\_

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

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

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

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

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

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

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

PRINCIPAL

SURETY

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

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

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

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

Notary Certification for Principal and Surety

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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

**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route Decatur Airport  
 Section \_\_\_\_\_  
 Project DEC-4430  
 County Macon County  
 Letting Date April 22, 2016  
 Contract No. DE076  
 Letting Item No. 1A

Total Bid \_\_\_\_\_  
 Contract DBE Goal 0.0% \_\_\_\_\_  
 (Percent) (Dollar Amount)

**(4) Assurance**

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

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

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

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

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

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

\_\_\_\_\_  
 Company  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.  
 Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.  
 Bureau of Small Business Enterprises Local Let Projects  
 2300 South Dirksen Parkway Submit forms to the  
 Springfield, Illinois 62764 Local Agency

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



PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

**NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. DE076  
Decatur Airport  
Decatur, Illinois  
Macon County  
Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-111/120**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

**RETURN WITH SUBCONTRACT**

**C. Debt Delinquency**

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

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

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

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

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

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

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

## RETURN WITH SUBCONTRACT

### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each Individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

#### C. Disclosure Form Instructions

##### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

**3. Communication Disclosure.**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 a.m., April 22, 2016.  
All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.

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

**Contract No. DE076  
Decatur Airport  
Decatur, Illinois  
Macon County  
Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-111/120**

**Construct Perimeter Fence w/Gates in Frontal Area**

- 3. INSTRUCTIONS TO BIDDERS.**

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 60 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
- 5. PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the Decatur Airport administration building. For engineering information, contact Robert A. Waller, P.E. of Hanson Professional Services Inc. at (217) 788-2450.
- 6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 0.0%.
- 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 January 29, 2016 and the Construction Plans dated January 29, 2016 as approved by the Department of Transportation, Division of Aeronautics.

**8. BIDDING REQUIREMENTS AND BASIS OF AWARD.** When alternates are included in the proposal, the following shall apply:

a. Additive Alternates

(1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.

(2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lowest aggregate amount of (i) the Base Bid plus (ii) any Additive Alternate(s) which the Department elects to award.

The Department may elect not to award any Additive Alternates. In that case, award will be to the lowest responsible qualified bidder of the Base Bid.

b. Optional Alternates

(1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.

(2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lower of the aggregate of either (i) the Base Bid plus Alternate A or (ii) the Base Bid plus Alternate B.

**9. CONTRACT TIME.** The Contractor shall complete all work within the specified contract time. Any calendar day extension beyond the specified contract time must be fully justified, requested by the Contractor in writing, and approved by the Engineer, or be subject to liquidated damages.

The contract time for this contract is 35 calendar days.

**10. INDEPENDENT WEIGHT CHECKS.** The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.

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

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn  
Acting Secretary

ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS

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

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

**DISADVANTAGED BUSINESS POLICY**

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

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

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

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

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

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

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

**Effective: September 1, 2000**

**Revised: January 2, 2016**

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 0.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
  - (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special

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

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

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

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

**Effective: June 2, 2012**

**Revised: April 2, 2015**

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

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

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

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

**Revised: April 1, 2011**

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

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

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

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

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

**Revised: January 1, 2006**

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

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

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

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

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

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

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

**Effective: February 1, 1969**

**Revised: April 1, 2015**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

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

(5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **SPECIAL PROVISION FOR NPDES CERTIFICATION**

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

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

The Airport Owner or its Agent will:

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

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

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

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 35 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.



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

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## 1. REQUIRED CONTRACT PROVISIONS.

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

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

### GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

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

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

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

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

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

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

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

### FAILURE TO COMPLY WITH PROVISIONS.

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

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

**REQUIRED CONTRACT PROVISIONS.**

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

**All Contracts Regardless of Funding Source**

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

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

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

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

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

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

- a. Debarment and Suspension

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

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

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

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

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

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

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

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

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

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

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

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

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

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

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

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

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

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

**AFFIRMATIVE ACTION PLAN.**

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

**4. BREACH OF CONTRACT TERMS.**

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

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

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

**BREACH OF CONTRACT TERMS**

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

**5. BUY AMERICAN PREFERENCE.**

(Reference: 49 USC § 50101)

**APPLICABILITY.**

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

**REQUIREMENTS.**

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

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

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

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

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

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

(Reference: 49 USC § 47123)

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

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

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

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

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

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

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

## 7. CIVIL RIGHTS – TITLE VI ASSURANCES.

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

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

### APPLICABILITY.

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

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

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

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

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

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

### MANDATORY CONTRACT LANGUAGE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Title VI List of Pertinent Nondiscrimination Authorities**

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

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

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

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

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

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

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

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

Contractors and subcontractors agree:

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

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

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

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

1. Overtime Requirements.

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

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

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

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

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

**4. Subcontractors.**

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

**10. COPELAND “ANTI-KICKBACK” ACT.**

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

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

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

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

**11. DAVIS-BACON REQUIREMENTS.**

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

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

**DAVIS-BACON REQUIREMENTS**

**1. Minimum Wages**

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

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

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

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

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

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

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

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

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

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

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

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

2 Withholding.

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

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

### 3. Payrolls and basic records.

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

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

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

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

#### 6. Subcontracts.

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

#### 7. Contract Termination: Debarment.

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

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

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

#### 9. Disputes Concerning Labor Standards.

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

#### 10. Certification of Eligibility.

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

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

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

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

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

### **APPLICABILITY.**

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

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

### **MANDATORY CONTRACT LANGUAGE.**

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

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

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

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

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

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

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

(Reference: 49 CFR part 26)

#### **APPLICABILITY.**

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

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

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

#### **DISADVANTAGED BUSINESS ENTERPRISES**

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

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

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

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

#### **APPLICABILITY.**

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

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

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

#### **ENERGY CONSERVATION REQUIREMENTS**

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

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

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

#### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

### **EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

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

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

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

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

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

(Reference: 29 USC § 201, et seq.)

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

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

## 17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

### APPLICABILITY.

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

### MANDATORY CONTRACT LANGUAGE.

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

#### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

## 18. NONSEGREGATED FACILITIES REQUIREMENT.

(Reference: 41 CFR § 60-1.8)

### APPLICABILITY.

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

### MANDATORY CONTRACT LANGUAGE AND NOTICE.

#### NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

#### Notice to Prospective Federally Assisted Construction Contractors

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

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

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

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

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

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

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

(Reference 20 CFR part 1910)

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

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

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

**20. RIGHT TO INVENTIONS.**

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

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

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

**RIGHTS TO INVENTIONS**

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

**21. TERMINATION OF CONTRACT.**

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

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

**TERMINATION OF CONTRACT**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**22. TRADE RESTRICTION.**

(Reference: 49 CFR part 30)

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

**TRADE RESTRICTION CLAUSE**

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

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

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

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

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

### **APPLICABILITY.**

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

### **MANDATORY CONTRACT LANGUAGE.**

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

#### **TEXTING WHEN DRIVING**

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

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

**24. VETERAN'S PREFERENCE.**

(Reference: 49 USC § 47112(c))

**APPLICABILITY.**

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

**MANDATORY CONTRACT LANGUAGE.**

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

**VETERAN'S PREFERENCE**

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

**25. APPENDICES.**

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

**APPENDIX A**

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

**AREA COVERED (STATEWIDE)**

Goals for Women apply nationwide.

**GOAL**

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

**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	
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	
6120 Peoria, IL -	4.4
IL - Peoria, Tazewell, Woodford	
Non-SMSA Counties -	3.3
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL -	6.3
IL - Boone, Winnebago	
Non-SMSA Counties -	4.6
IL - Lee, Ogle, Stephenson	
098 Dubuque, IA:	
Non-SMSA Counties -	0.5

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

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

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

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

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

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

# SECTION III

Decatur Airport  
Decatur, Macon County, Illinois

Construct Final Length of Class E  
Fence In Frontal Area – With Gates

Illinois Project No. DEC-4430  
SBG Project No. 3-17-SBGP-XX

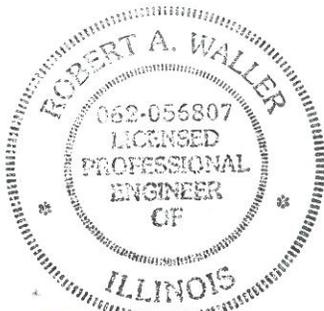
Prepared By:



*Kevin N. Lightfoot*

1/29/2016

EXPIRES: 11/30/2017  
COVERING ELECTRICAL  
DESIGN



*Robert A. Waller*

1/29/2016

EXP: 11/30/2017

COVERING CIVIL  
DESIGN



Engineering | Planning | Allied Services

Hanson Professional Services Inc.  
1525 S. Sixth St.  
Springfield, IL 62703

January 29, 2016

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## **FOREWORD**

These Special Provisions, together with applicable Standard Specifications for Construction of Airports, 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 Decatur Airport, Decatur, Macon County, Illinois including:

## **SCOPE OF WORK**

The project scope consists of removing the existing 6' and 7' Class E perimeter fence and installing new 10 foot Class E fence with three strands of barb wire within the Air National Guard Complex and from the Terminal Building to just south of the ADM Facility Complex. Two existing walkway gates will be removed and replaced. Two swing gates will be removed and replaced with manual slide gates. One manual slide gate will be removed and replaced with 10' Class E fence. Three electric slide gates will be removed and replaced and shall include the associated cabling, duct work, and electrical work.

## **GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS**

The State of Illinois Department of Transportation, Division of Aeronautics, Standard Specifications for Construction of Airports, adopted April 1, 2012, 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, 2012, as revised. In the event of inconsistencies between the Standard Specifications and the Special Provisions, the Special Provisions shall govern. The Contractor shall maintain a minimum of one printed copy of the relevant sections of the Standard Specifications for Construction of Airports on the project site at all times. The Standard Specifications for Construction of Airports is available on line at the following address link:

<http://www.idot.illinois.gov/home/resources/manuals-and-guides/>

## **REFERENCES**

The following Federal Aviation Administration Advisory Circulars are referenced on the Plans and/or Special Provision Specifications in regard to safety on airports. These Advisory Circulars are available on the FAA web site at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

- A. FAA AC No. 70/7460-1K "Obstruction Marking and Lighting."
- B. FAA AC No. 150/5210-5D "Painting, Marking, and Lighting of Vehicles Used on an Airport."
- C. FAA AC No. 150/5300-13A "AIRPORT DESIGN."

- D. FAA AC No. 150/5370-2F (or most current issue) "Operational Safety on Airports during Construction."

**END OF FOREWORD**

## **DIVISION I – GENERAL PROVISIONS**

### **SECTION 70. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

70-10 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. Add the following paragraphs to this section:

“Runway and Taxiway closures are not anticipated for this project. The Airport access areas and gates are anticipated to have some closures to accommodate work.

During construction, the Contractor must follow the procedures outlined on the Safety Plan that assures safe operating conditions for aircraft, as well as his personnel and equipment. The Airport Director will, at all times, have jurisdiction over the safety of air traffic during construction. Whenever working within the proposed construction areas, it will be the Contractor’s responsibility to place barricades as shown on the Plans or as directed by the Resident Engineer/Resident Technician. The barricades on the airfield will be equipped with red-flashing or steady-burn lights and 20-in. square orange flags. The barricades will remain in place until the pavement areas are open for traffic. The barricades will be placed at intervals no greater than 15 ft.

The Contractor and his employees will be restricted to the work areas. All other areas of the Airport are “off limits.”

Extreme care will be taken not to impose on the operations of any open runway or taxiway. The proposed Safety Plan, as outlined on the Construction Plans and in the Special Provisions, will address safety and attempt to minimize disruption to Airport daily operations.

When the Contractor's vehicles are on Airport property, they shall be properly marked. The markings shall consist of a 3-ft sq. flag consisting of a checkered pattern of international orange and white squares of not less than 1 ft. on each side displayed in full view above the vehicle. Contractor vehicles engaged in continuous hauling operations will not be required to display a flag.

The Contractor will be responsible for placing barricades and/or traffic cones 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 flashing or red, steady-burn lights throughout the duration of this project.

The barricades and their maintenance will be considered as an incidental item to the contract, and no additional compensation will be allowed. Any cost of labor and equipment, which is necessary to insure safety at the Airport during the duration of the project, will be considered incidental to the contract, and no additional reimbursement for these items of work will be received.

**Add the following:**

70-27 AIRPORT SECURITY NOTES. Airport security will be maintained at all times. The Contractor will monitor the site access to the proposed job site to insure no one will enter the access gate that is not authorized to be on the construction site or on the air side of the airport.

70-28 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.

**END OF SECTION 70**

## **SECTION 80. PROSECUTION AND PROGRESS**

80-13 CONTRACTOR'S ACCESS TO AIRFIELD. Add the following to this section:

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. It will be the responsibility of the Contractor to maintain the proposed haul route and equipment parking area for the duration of the project.

The Contractor will be responsible for obtaining any permits necessary to use the State/County/Township/City roads. All work required in complying with the above requirement will be considered incidental to the Contract, and no additional compensation will be allowed.

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

### **Add the following:**

80-14 EMPLOYEE PARKING. The Contractor's employees shall park their personal vehicles in the designated Construction Staging Area as shown on the Safety Plan. The Contractor will transport the workers from the parking area to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas. No employee vehicle will be allowed onto the proposed construction site.

80-15 EQUIPMENT PARKING AND MATERIAL STORAGE. The Contractor will be allowed to park equipment and store material in the proposed Material Storage and Equipment Parking Area shown on the safety plan. The Contractor will maintain this area throughout the duration of the project and restore it to its' original condition upon completion of the project. This work will be considered incidental to the Contract and no additional compensation will be allowed.

**END OF SECTION 80**

## **DIVISION II PAVING CONSTRUCTION DETAILS**

### **ITEM AR150510 ENGINEER'S FIELD OFFICE**

#### **DESCRIPTION**

150-1.1 Add the following to this section:

A cellular telephone will be required for exclusive use by the Resident Engineer/Resident Technician for the duration of this project. The cellular telephone shall be hand-held and portable, and shall be approved by the Resident Engineer/Resident Technician. The Resident Engineer/Resident Technician will use this cellular telephone for project related phone calls only. The Contractor will be responsible for all charges associated with this cellular telephone. Upon completion of the project the cellular telephone will be returned to the Contractor.

#### **ENGINEER'S FIELD OFFICE**

150-2.1 Revise the first sentence as follows:

"Type A field offices shall have a ceiling height of not less than seven (7') ft and a floor space of not less than three hundred and eighty (380) sq. ft."

#### **BASIS OF PAYMENT**

150-3.1 Add the following to this section:

The cellular telephone and associated charges will be included at the contract unit price per lump sum for Engineer's Field Office. This price shall include all utility costs and shall reflect the salvage value of the building, equipment, and furniture which becomes the property of the Contractor after release by the Resident Engineer/Resident Technician, except the Engineering firm will make payment for all long distance telephone calls in excess of one hundred dollars (\$100.00) per month for the land line.

Payment will be made under:

Item AR150510 Engineer's Field Office - per lump sum

**END OF ITEM AR150510**

**ITEM AR150520  
MOBILIZATION**

**BASIS OF PAYMENT**

150-3.1 Add the following to this section:

Payment will be made under:

Item AR150520 Mobilization - per lump sum.

**END OF ITEM 150520**

**ITEM AR151420 CLEARING TREES 0-2.5' BUTT DIA.**

**DESCRIPTION**

151420-1.1 This item of work shall consist of removing trees of varying butt diameters. Trees shall be cleared to a minimum width of 5 feet on each side of the centerline of the fence to meet the requirements of the Illinois Division of Aeronautics Standard Specifications for Construction of Airports Item 162 CHAIN-LINK FENCES, Part 162-3.1 CLEARING FENCE LINE and FAA AC 150/5370-10G Standards for Specifying Construction of Airports Item F162 Chain-Link Fence, Part 162-3.1 Clearing fence line. The trees designated for removal will be as identified on the Plans. The work to remove the respective stumps is covered under Items AR151429.

**CONSTRUCTION METHODS**

151420-2.1 The Contractor shall remove the entire tree as identified in the Plans. The tree will be removed to the surface of the ground adjacent to the base of the tree, or to an elevation commensurate with that which will allow the stump to be ground using standard stump grinding equipment to an elevation no less than 12-in. below the nearest adjacent grade (specified elsewhere). The tree shall be removed by cutting only using standard, commercially available saws. No equipment shall be used to push, pull, or separate the tree from its current location. Saws may be hand-held or equipment mounted. Trees shall be removed in segments, at the discretion of the Contractor, which will prevent damage from occurring to any existing improvements on the property. All protections necessary to prevent damage from falling debris shall be the responsibility of the Contractor and coordinated with the respective owner prior to application, as needed. Protective devices may include, but are not limited to: plywood or oriented strand board (OSB) sheeting, tarps, metallic panels, etc., all of which are the sole responsibility of the Contractor to provide and remove when no longer necessary. All measures shall be removed at the end of each work day and the environment restored for safe owner use.

The trees shall be marked on each site by the Resident Engineer/Resident Technician.

All debris that is generated by entire removal process shall be collected and disposed of by the Contractor off site in a legal manner. No burning of the debris or remaining material will be allowed.

**METHOD OF MEASUREMENT**

151420-3.1 The quantity of tree clearing to be paid for shall be the number of trees cleared as specified and accepted by the Resident Engineer/Resident Technician, for the respective Item.

**BASIS OF PAYMENT**

151420-4.1 Payment will be made at the contract unit bid price for Tree Clearing. This price shall be full compensation for removal of the tree and all collection and disposal of all debris generated by the removal process, and for all protective measures necessary, in accordance with this Special Provision and the specifications incorporated by reference.

Payment will be made under:

Item AR151420 Clearing Trees 0-2.5' Butt Dia. - per each.

**END OF ITEM AR151420**

**ITEM AR151429 STUMP REMOVAL 0.0-2.5' FT. DIA.**

**DESCRIPTION**

151429-1.1 This item of work shall consist of removing the stumps that remain after the removal of the specified trees by means of grinding. The trees are of varying butt diameters and understood not to exceed 2.5 feet in diameter. The work to remove the respective trees is covered under Items AR151420.

**CONSTRUCTION METHODS**

151429-2.1 Following the removal of the specified tree (specified elsewhere) the Contractor shall remove the remaining tree stump by means of mechanical grinding, using standard, and commercially available equipment. The stump shall require removal to an elevation no less than 12-in. below the nearest adjacent grade. No equipment shall be used to push, pull, excavate, burn, or in any way chemically remove the tree stump from its current location.

All protections necessary to prevent damage from flying debris shall be the responsibility of the Contractor and coordinated with the respective owner prior to application, as needed. Protective devices may include, but are not limited to: plywood or oriented strand board (OSB) sheeting, tarps, metallic panels, etc., all of which are the sole responsibility of the Contractor to provide and remove when no longer necessary. All measures shall be removed at the end of each work day and the environment restored for safe owner use.

The stumps shall be identified on each site by the Resident Engineer/Resident Technician.

All debris that is generated by entire removal process shall be collected and disposed of by the Contractor off site in a legal manner. No burning of the debris or remaining material will be allowed.

**METHOD OF MEASUREMENT**

151429-3.1 The quantity of stump removal to be paid for shall be the number of stumps removed as specified and accepted by the Resident Engineer/Resident Technician, for the respective Item.

**BASIS OF PAYMENT**

151429-4.1 Payment will be made at the contract unit bid price for Stump Removal. This price shall be full compensation for removal of the stump and all collection and disposal of all debris generated by the removal process, and for all protective measures necessary, in accordance with this Special Provision and the specifications incorporated by reference.

Payment will be made under:

Item AR151429 Stump Removal 0.0-2.5' Ft. Dia. - per each.

**END OF ITEM AR151429**

## DIVISION III FENCING (WIRE FENCES)

### ITEM 162 CHAIN LINK FENCES (Class E)

#### DESCRIPTION

162-1.1 Add the following to this section:

“This item of work will include the installation of 10’ Class E fence with a top rail (AR162510).

The proposed Class E Gates 4’ and 5’ will be 10’ in height to match up with the respective fence height and will require three strands of barbed wire on vertical supports.

The installation of the proposed 10’ Class E fence in close proximity to overhead electric lines should be coordinated with the serving electric utility company. The serving electric utility company contact is Ameren Illinois, 2460 N. Jasper Street, MC K30, Decatur, Illinois 62526, attn Ms. Tammie Parsons Phone: (217) 424-7042, Cell Phone (217) 412-6455, Fax: (217) 612-2130, Email: [tparsons@ameren.com](mailto:tparsons@ameren.com).

#### **Add the following:**

#### 162-1.2 REFERENCES.

- A. FAA AC No. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- B. NFPA 70E – Standard for Electrical Safety in the Workplace
- C. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.

162-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for fencing and each gate. **Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective shop drawing prior to submitting the shop drawing for review. Shop drawing shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings shall be prepared for each gate.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit**

**NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the Airport Improvement Program Buy American Preferences requirements.**

- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Cut sheets and specifications for fencing and fencing materials.
- D. Cut sheets and specifications each gate.
- E. Cut sheets and specifications for the gate lock to be used with the respective pedestrian gate.
- F. All steel used in the manufacturer of fencing, posts, and gate materials shall be 100% domestic steel. Contractor shall provide certification that the respective steel used in the manufacture of fencing, posts and gate materials on this project is manufactured from 100 percent domestic steel.

## **MATERIALS**

### **Add the following:**

“All steel used in the manufacturer of fencing and fencing materials shall be 100% domestic steel. Contractor shall provide certification that the respective steel used in the manufacture of fencing materials on this project is manufactured from 100 percent domestic steel.

162-2.11 Gate Lock. A manual programmable push button gate lock will be installed on the proposed walkway gate located **at the south side of the Terminal Building at the Decatur Airport**. The gate lock will provide exterior access by combination, key override, and passage feature. The interior will have a passage feature with a key. The lock shall be Simplex Access Controls lock model number 1041R26D41 or approved equal. The lock shall be installed with latch handles and be satin chrome in color or similar color. The lock will require a mounting plate to be installed to the fence gate. For additional information concerning and the respective Simplex Access Controls lock, contact Kaba Access Control, 2941 Indiana Avenue, Winston Salem, NC 27105 (1-800-849-8324 or 336-725-1331). Website: Kaba-ilco.com. Contact other respective lock manufacturer’s representative for information on equivalent locks.

The lock and all required hardware and its installation will be considered incidental to Item AR162604 Class E Gate-4’, and no additional compensation will be allowed.”

## CONSTRUCTION METHODS

### 162-3.1 GENERAL. Add the following to this section:

“The Contractor will be required to maintain airport security to the satisfaction of the Airport Director and the Army National Guard during the removal of the existing and the installation of the proposed fence. The Contractor shall provide and place barricades, chain, or cable across all gate entrances until the permanent gates are installed. The fabric, whether existing or proposed, shall be temporarily tied to the new posts to provide airport security during construction. In locations along the proposed fence alignment where existing fence does not currently exist, the temporary security requirement does not apply. **IT IS STRONGLY ADVISED TO CONTACT THE AIRPORT AND THE ARMY NATIONAL GUARD IF THERE ARE ANY QUESTIONS REGARDING MAINTENANCE OF SECURITY THROUGHOUT THE PROJECT PRIOR TO PLACING A BID.**”

### 162-3.6 ELECTRICAL GROUNDS. Add the following:

“The ground wire connections to the fencing shall be with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts, nuts, and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440) or Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer’s directions using molds suitable for each respective application. Ground rods shall be 5/8-in. diameter by 8 ft long (minimum), UL-listed, copper-clad. Steel used to manufacture ground rods shall be 100 percent domestic steel. Include certification that ground rods are made with 100 percent domestic steel. The ground wire used to bond the fencing to the ground rod shall be #6 AWG bare solid Copper grounding electrode conductor.”

### 162-3.11 FENCE AND GATE REMOVAL. Add the following:

#### A. Fence removal shall include the following:

1. Contractor shall examine the site to determine the extent of the work.
2. Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION”.
3. The Contractor shall remove all fence, posts, concrete, fence fabric, clips, and other miscellaneous fittings associated with the fence to be removed. Shrubs, small trees, stumps, logs, etc. that are in the existing fence line shall be removed and disposed of off the airport site. The airport has right of first refusal on the fence fabric and posts. All other removed materials shall be disposed of off the Airport site by the Contractor.

4. The Contractor will furnish earth material to fill the holes left from the fence removal. The holes will be filled and compacted to prevent future settlement. Any disturbed area of fence removal, except farming areas, will be seeded in accordance with item 901.
  5. The seeding of the disturbed areas, as described, will be considered incidental to the fence removal, and no additional compensation will be allowed.
- B. Gate removal shall include the following:
1. Contractor shall examine the site to determine the extent of the work.
  2. Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
  3. The Contractor shall remove the gates, gate posts and other miscellaneous fittings associated with the gate to be removed. The Contractor shall remove and dispose of the gate posts and other miscellaneous fittings off of the Airport site in a legal manner. The gates shall be turned over to the Airport and delivered to a storage area located on the Airport selected by the Airport Director. Where the Airport does not accept the gates, the Contractor shall dispose of the gates off of the Airport site in a legal manner.
  4. Earth Areas: Where there are posts in existing earth, the Contractor will furnish earth material to fill the holes left from the fence removal. The earth material furnished shall conform to Item 905 "Topsoil." The holes will be filled and compacted to prevent future settlement. Any disturbed area of gate removal, except farming areas, will be seeded in accordance with the Specifications.
  5. Paved Areas: Where there are posts in existing pavement, the Contractor will furnish Portland Cement Concrete in accordance with Item 610 to fill the holes left from the removal. The holes will be filled to within six (6) inches of the adjacent surface with aggregate material conforming to Item 209 and compacted to prevent future settlement.
- C. Electric Gate removal shall include the following:
1. Contractor shall coordinate work with the Airport Director and each respective facility owner's representative.
  2. For the Gates to be removed at the Archer Daniels Midland Company (ADM) facilities Contractor shall confirm items to remain in place and remain in operation such as card readers, telephone systems, security cameras, and control systems with the ADM Manager of Aircraft Maintenance.
  3. Contractor shall examine the site to determine the extent of the work.
  4. Contractor shall coordinate work and any power outages to buildings located on the airport with the Airport Director and/or the respective building personnel. Any

shutdown of existing systems shall be scheduled with and approved by the Airport Director and/or the respective building personnel prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures, including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

5. Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
6. Contractor shall comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.
7. Power for each respective electric slide gate system shall be disconnected at the respective power source prior to removing the respective electric slide gate system. Contractor shall field verify to confirm the respective power source for each electric slide gate system.
8. The Contractor shall remove the gates, gate operators, control stations, concrete footings/foundations, conduits, wiring, safety switches and other miscellaneous fittings associated with the gate to be removed. The existing power and control cables from the power source to the existing gate operators will be removed from the conduits. Contractor shall remove and dispose of the gate posts, bollards and foundations off of the Airport site in a legal manner. Prior to the electric gate removals, the Contractor shall confirm all associated equipment to be turned over to the Airport or respective facility owner personnel with the Airport Director, the respective facility owner personnel, and/or the Resident Engineer. Providing the equipment is to be turned over to the Airport, or other respective facility owner personnel, care is to be taken by the Contractor not to damage the equipment while removing it. The gates, gate operators, safety switches, and other equipment to be salvaged shall be turned over to the Airport or the respective facility owner personnel as applicable and delivered to a storage area located on the Airport selected by the Airport Director or respective owner personnel. Where the Airport and/or respective facility owner personnel does not accept the materials and/or equipment, the Contractor shall dispose of it.
9. The respective power cable shall be disconnected from the respective power source. Cable shall be removed where accessible and when under grade abandoned.
10. Existing conduits may be re-used in place with the new installation where the existing conduits are determined suitable for use. No additional compensation will be provided for replacing existing conduits determined unsuitable for use.
11. Earth Areas: Where there are posts in existing earth, the Contractor will furnish earth material to fill the holes left from the fence removal. The earth material furnished shall conform to Item 905 "Topsoil." The holes will be filled and compacted to prevent future settlement. Any disturbed area of gate removal, except farming areas, will be seeded in accordance with the Specifications.

12. Paved Areas: Where there are posts in existing pavement, the Contractor will furnish Portland Cement Concrete in accordance with Item 610 to fill the holes left from the removal. The holes will be filled to within six (6) inches of the adjacent surface with aggregate material conforming to Item 209 and compacted to prevent future settlement.

**Add the following:**

162-3.13 LOCATE EXISTING UTILITIES: The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective work item for which it is required.

162-3.14 SEEDING AND MULCHING. In areas where the proposed fence will bisect property currently utilized for agricultural operations (farm fields) the area from the fence to 10' each side of the fence will be seeded and mulched in accordance with Items 901 and 908, respectively. The seeding and mulching of these areas, including all equipment, labor and materials shall be considered incidental to the installation of the proposed fence and no additional compensation will be allowed.

## METHOD OF MEASUREMENT

162-4.3 Add the following:

“The quantity of fence removal to be paid for shall be the number of lineal feet of Class E fence removed, disposed of, and accepted by the Resident Engineer/Resident Technician.”

162-4.5 Add the following:

“Item AR162905 “Remove Gate per each” applies to the pedestrian gate removals as detailed on the Plans. Item AR162910 “Remove Class E Gate per each” applies to the double swing gates as detail on the Plans.”

**Add the following:**

162-4.6 The quantity of electric gate removal to be paid for shall be the number of gates removed, turned over to the Airport or respective facility owner personnel, or disposed of, and accepted by the Resident Engineer/Resident Technician.

**BASIS OF PAYMENT**

162-5.1 Add the following:

“Payment will be made at the contract unit bid price per ft for 10-ft Class E fence and contract unit bid prices per each for gates. This price shall constitute full compensation for furnishing and installing all fencing and gate materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR162510 Class E Fence 10' - per lin. ft

Item AR162604 Class E Gate-4'– per each

Item AR162605 Class E Gate-5'– per each”

162-5.3 Add the following:

“Payment will be made under:

Item AR162900 Remove Class E Fence - per lin. ft.”

162-5.5 Add the following:

“Item AR162905 “Remove Gate per each” applies to the pedestrian gate removals as detailed on the Plans. Item AR162910 “Remove Class E Gate per each” applies to the double swing gates as detail on the Plans.”

Payment will be made under:

Item AR162905 Remove Gate - per each

Item AR162910 Remove Class E Gate - per each”

**Add the following:**

162-5.6 The work associated with the electrical gate removal will be paid for at the contract unit bid price per each for Remove Electric Gate. Said price and payment shall constitute full compensation for removing the gate, turning the equipment and materials over to the Airport or respective facility owner personnel, or disposing of the removed materials, making repairs to the damaged pavement, placing the respective fill materials, as described above, in the holes left from the removal, seeding all disturbed turf areas, and for furnishing all materials, labor, equipment, and incidentals necessary to complete this item of work.

Payment will be made under:

Item AR162908 – Remove Electric Gate – per each

**END OF ITEM 162**

**ITEM AR162224 CLASS E MANUAL SLIDE GATE -24'**  
**ITEM AR162226 CLASS E MANUAL SLIDE GATE -26'**

**DESCRIPTION**

162200-1.1 This item shall consist of furnishing and installing manual slide gates (**10 feet in height with a clear opening as detailed herein for the respective gate**) in accordance with the Illinois Department of Transportation, Division of Aeronautics, Standard Specifications for Construction of Airports, adopted April 1, 2012, the Construction Plans and these Special Provisions. This item will include all labor, equipment, and materials required to put the proposed manual slide gates in proper working order.

Item AR162224 Class E Manual Slide Gate -24' shall be a manual slide gate 10 feet in height with a clear opening of 24 feet.

Item AR162226 Class E Manual Slide Gate -26' shall be a manual slide gate 10 feet in height with a clear opening of 26 feet.

162200-1.2 REFERENCES

- A. ASTM F 1184-05 Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- B. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.
- C. FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

162200-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for each gate. **Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective electric gate shop drawing prior to submitting the shop drawing for review. Shop drawing shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings shall be prepared for each electric gate.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-Contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- G. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected. See the**

**FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the Airport Improvement Program Buy American Preferences requirements.**

- H. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- I. Cut sheets and specifications for each cantilever slide gate.
- J. All steel used in the manufacturer of gate posts and gate materials shall be 100% domestic steel. Contractor shall provide certification that the respective steel used in the manufacture of gate posts and gate materials on this project is manufactured from 100 percent domestic steel.

### **EQUIPMENT AND MATERIALS**

**162200-2.1 GENERAL.** All equipment and materials used in the construction shall be in accordance with the Specifications and detailed instructions as furnished by the manufacturer.

**162200-2.2 GATE.** Gate shall be suitable for the respective application and in accordance with the respective gate manufacturer's recommendation for the respective application. Gate construction shall comply with ASTM F 1184-05 for Type II - Cantilever Slide, Class 2 – steel frame and aluminum frame gates using internal rollers. Metal pipe and tubing used in the gate construction shall be aluminum complying with ASTM F1043 for materials and protective coatings. The gate shall be metal framed manufactured of aluminum, with cross bracing, and covered with chain link fence fabric, sliding-gate, cantilever-type, capable of spanning the prescribed clear opening, **10 ft** in height and have an enclosed roller assembly to be protected from freezing rain and snow. Gate shall have double tracks supported by gate posts on each side of the gate (interior and exterior). The gate frame shall be supported from the tracks by four, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies. The Fabric shall be 2-in. diamond mesh steel wire, interwoven, minimum 9 gauge thick, top selvage knuckle end closed, bottom selvage twisted tight barbed or knuckle end closed. Fittings, sleeves, bands, clips, rail ends, tension bars, fasteners, and additional miscellaneous fittings shall be galvanized steel. Gate posts shall be fabricated from round galvanized steel pipe with outside dimensions and minimum weight according to ASTM F 1184 for Type II Gate Opening Width: Over 12 ft but not over 30 ft. Gate posts shall be minimum 4-in. O. D. (round) diameter Schedule 40 weighing 9.11 lbs. /ft. All steel used in the manufacturer of gate posts and gate materials shall be 100% domestic steel. Gate shall be a Fortress Structural Slide Gate as manufactured by Tymetal Corporation, or approved equal.

**162200-2.3 GROUND RODS.** Ground rods for fence grounding shall be 5/8-inch diameter by 8-foot long, UL-listed, Copper clad with 10-mil minimum Copper coating. Steel used to manufacture ground rods shall be 100 percent domestic steel.

**162200-2.4 SIGNAGE.** The gate shall include signage as detailed on the Plans.

162200-2.5 CONCRETE. Concrete for use with the gate installation shall conform to Item 610 Portland Cement Concrete of the Standard Specifications for Construction of Airports.

### CONSTRUCTION METHODS

162200-3.1 AIRPORT SECURITY. Security at the Airport shall be maintained at all times and coordinated with the Airport Director.

162200-3.2 MATERIALS FURNISHED BY THE CONTRACTOR. All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Project Engineer by means of shop drawings. All materials not otherwise specifically indicated shall be furnished by the Contractor. All materials furnished by the Contractor shall be new.

162200-3.3 STORAGE OF MATERIALS. Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

162200-3.4 LOCATE EXISTING UTILITIES: The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

162200-3.5 MANUFACTURER'S DIRECTIONS. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

162200-3.6 CUTTING AND PATCHING. The Contractor shall do all necessary cutting and patching of the pavement that may be required by the drawings and Specifications to complete the structure. He shall restore all such cut or patched areas as directed by the Resident Engineer/Resident Technician. Cutting of existing structures that may endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Owner and under his direction.

162200-3.7 CLEAN UP. The Contractor shall remove from the Owner's property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials, leaving the site smooth, clean, and true to line and grade.

162200-3.8 WARRANTY PERIOD: Neither the final certificate of payment nor any provision in the contract, not partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner shall give notice of defective materials and work with reasonable promptness. The warranty applies to equipment furnished, as well as to all other work and materials.

162200-3.9 SLIDE GATE CONSTRUCTION. The Contractor shall install the slide gate as detailed on the Construction Plans and in accordance with the manufacturer's directions.

162200-3.10 PROTECTIVE ELECTRICAL GROUND: Continuous fence shall be grounded at intervals not exceeding 500 ft. There shall be a ground within 100 ft of gates in each section of the fence adjacent to the gate. Fence under a power line shall be grounded by three grounds; one directly under the crossing and one on each side 25 ft to 50 ft away. A single ground shall be located directly under each telephone wire or cable crossing. The counterpoise ground shall be used only where it is impossible to drive a ground rod. The ground wire shall be connected to the fabric and tension wire with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440), Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-in. diameter by 8 ft long (minimum), UL-listed, Copper-clad. Steel used to manufacture ground rods shall be 100 percent domestic steel. Include certification that ground rods are made with 100 percent domestic steel. The ground wire used to bond the fence fabric and tension wire to the ground rod shall be #6 AWG bare solid Copper grounding electrode conductor.

### **METHOD OF MEASUREMENT**

162200-4.1 The quantity of this item to be furnished and installed shall be measured for payment as a unit price per each for the respective manual slide gate and shall include all

materials, equipment, grounding, labor, coordination, tools, connections, and other incidentals as required to perform the specified work and testing the units for satisfactory operation.

### **BASIS OF PAYMENT**

162200-5.1 Payment will be made at the contract unit price per each for the respective manual slide gate and shall be full compensation for all materials, labor, and equipment required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

Payment will be made under:

Item AR162224 Class E Manual Slide Gate -24' – per each  
Item AR162226 Class E Manual Slide Gate -26' – per each

**END OF ITEM 162200**

**ITEM AR162715 ELECTRIC GATE –15’  
ITEM AR162725 ELECTRIC GATE –25’  
ITEM AR800467 UPGRADE CARD READER  
ITEM AR800468 SNOW BRUSH AND BLADE KIT**

**DESCRIPTION**

162700-1.1 Item AR162715 and Item AR162725 shall consist of furnishing and installing an electric slide gate **(10 feet in height with a clear opening as detailed herein for the respective gate)** in accordance with these Specifications and at the locations shown on the Construction Plans. This item will include all labor, equipment, and materials required to put the proposed electric slide gate in proper working order. This item shall also include furnishing and installing all circuit breakers, surge arresters/protectors, disconnects, conduits, ducts, wire, and all other electrical equipment as detailed the Plans and specified herein, necessary for the completion of the gate operator system as detailed on the Construction Plans and within the Specifications. Cable, conduits, and ducts related to the electric feeder, branch circuits, and/or control wiring for the gate operator shall be incidental to the respective item of work for which it is being installed.

The electric gate system for each gate shall include the following features:

- A. New slide gate with operating hardware, gate operator, heater, controller, and detector amplifiers.
- B. The gates at the Archer Daniels Midland Company facilities shall interface to the existing card readers and security access control system.
- C. Each gate shall have a free exit feature activated by an interior loop detection system.
- D. Each gate shall have a radio receiver control system that will activate the respective gate with a radio transmitter.
- E. The gate shall have an automatic closing feature activated by an adjustable timer. Safety loops shall be provided at both sides of the gate to delay the closing of the gate in the event that it detects that the vehicle has not yet passed through the gate. A third loop located at the interior side shall provide automatic opening to exit upon detection of a vehicle.
- F. Power for the gate operator shall be from a 120/240 VAC, 1 phase, 3 wire power source or 120/240 VAC, 1 phase, 3 wire originating from a 240/120 VAC, 3 phase, 4-wire (with high leg) power source as detailed on the Plans.
- G. Controls, safety devices, and associated control wiring shall be as shown on the Plans and detailed herein.
- H. Include New “Open-Close-Stop” control stations for Gate 4 (at the south side of the Terminal Building).
- I. Include surge protection on the gate operator and associated control systems.

**J. Engage a factory trained and authorized service representative to provide commissioning, start-up, testing, adjustments, calibration and checkout for each electrically operated gate.**

162700-1.2 Item AR800467 Upgrade Card Reader shall consist of upgrading an existing card reader with card reader components in accordance with these Specifications and at the locations shown on the Construction Plans. Upgrades to card readers shall be provided at the Fuel Facility Access Gate located by the fuel farm at the south side of the Airport, the Cargo Facility Access Gate located by the cargo facility and Airport Electrical Vault at the south side of the airport, and the Cargo Facility Pedestrian Swing Gate located by the cargo facility at the south side of the Airport. This item will include all labor, equipment, and materials required to put the card reader in proper working order. This item shall also include furnishing and installing all conduits, ducts, wire, and all other electrical equipment as detailed the Plans and specified herein, necessary for the completion of the card reader system as detailed on the Construction Plans and within the Specifications.

162700-1.3 Item AR800468 Snow Brush and Blade Kit shall consist of furnishing and installing a snow brush and blade kit suitable and compatible with the respective gate operator in accordance with these Specifications and at the locations specified herein. The following gates shall have a snow brush and blade kit installed on the respective gate operator.

- A. Gate Number 1 located at the Maintenance Facility. This gate is an existing electric slide gate with a HySecurity Model Slide-Driver 50VF2/3 (222 X3 ST), Serial Number 36B532-1317-625, gate operator that was installed on the previous replace perimeter fence project (DEC-4167).
- B. Gate Number 2 located at the North T-Hangar Access. This is an existing electric slide gate with a HySecurity Model Slide-Driver 50VF2/3 (222 X3 ST), Serial Number 36B532-1317-623, gate operator that was installed on the previous replace perimeter fence project (DEC-4167).
- C. Gate Number 3 located at the Gaitros Aviation Hangar. This is an existing electric slide gate with a HySecurity Model Slide-Driver 50VF2/3 (222 X3 ST), Serial Number 36B532-1317-624, gate operator that was installed on the previous replace perimeter fence project (DEC-4167).
- D. Gate Number 5 located at the South T-Hangar access. This is an existing electric slide gate with a HySecurity Model Slide-Driver 50VF2/3 (222 X3 ST), Serial Number 36B532-1317-622, gate operator that was installed on the previous replace perimeter fence project (DEC-4167).
- E. Gate Number 7 located at the north side of the Fire Station. This is an existing electric slide gate with a HySecurity Model Slide-Driver 50VF2/3 (222 X3 ST), Serial Number 36B532-1317-626, gate operator that was installed on the previous perimeter fencing project (DEC-4167).

162700-1.4 REFERENCES

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 – Fittings Rigid Metal Conduit and EMT.

- C. ASTM F 1184-05 Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- D. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.
- E. ASTM F2200 Standard for Automated Vehicular Gate Construction.
- F. FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- G. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012.
- H. NEMA TC-2 – Electrical Plastic Tubing and Conduit.
- I. NEMA TC-3 – Fittings Rigid PVC Conduit and Tubing.
- J. NFPA 70 – National Electrical Code (most current issue in force).
- K. NFPA 70E – Standard for Electrical Safety in the Workplace.
- L. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- M. UL Standard 6 – Rigid Metal Conduit.
- N. UL 325, (Fourth Edition), Standard for Safety for Door, Drapery, Gate, Louver and Window Operators and Systems.
- O. UL Standard 651 – Schedule 40 and 80 Rigid PVC Conduit.
- P. UL Standard 514B – Conduit, Tubing and Cable Fittings

**162700-1.3 SHOP DRAWINGS.** The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for the electric gate. **Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective electric gate shop drawing prior to submitting the shop drawing for review. Shop drawing shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings shall be prepared for each electric gate.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for**

**certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the Airport Improvement Program Buy American Preferences requirements.**

- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Cut sheets and specifications for the cantilever slide gate.
- D. Cut sheets and specifications for the gate operator. Include manufacturer's name, address, phone number, gate operator model number, gate operator UL listing or ETL listing, gate load capability and drive rail force requirements, traveling speed, housing data, input voltage, motor horsepower rating, full load amperage requirements, manufacturer's recommended wiring requirements, and respective options, (heater option, audible beeper option, etc.).
- E. Include information, specs, and cut sheets for the surge suppressor included with the gate operator.
- F. Provide data sheets for the detector amplifiers with manufacturer's name and model number. Include lightning protection on the detector amplifiers.
- G. Provide data sheets for the secondary safety devices.
- H. Provide data sheets on the loop/lead-in cables.
- I. Provide data sheets for the Open-Close-Stop stations.
- J. Provide data sheets for the radio receiver and remote transmitters.
- K. Provide cut sheets, information, voltage rating, amperage rating, fuse size, manufacturer catalog number, and options for the 30 amp, 2 pole, 240 VAC, UL listed heavy duty safety switch in a NEMA 4X stainless steel enclosure that is for the gate operator.
- L. Provide cut sheets for the Control Panel Enclosure/Junction Box.
- M. Provide cut sheets for all types of conduit used with the electric gate (for example galvanized rigid steel conduit, Schedule 40 PVC conduit, and UL listed liquid tight flexible metal conduit). Include certification that steel conduits are made with 100 percent domestic steel.
- N. Provide shop drawing with cut sheets for the respective 120/240 VAC feeder/branch circuit conductors and control circuit conductors.

- O. Provide cut sheets with manufacturer's name, catalog number, dimensions, material, and UL listing for each type and size of ground rod used with the electric gate installation. Include certification that ground rods are made with 100 percent domestic steel.
- P. All steel used in the manufacturer of gate posts and gate materials shall be 100% domestic steel. Contractor shall provide certification that the respective steel used in the manufacture of gate posts and gate materials on this project is manufactured from 100 percent domestic steel.

## EQUIPMENT AND MATERIALS

162700-2.1 GENERAL. All equipment and materials used in the construction shall be in accordance with the Specifications and detailed instructions as furnished by the manufacturer.

162700-2.2 GATE. Gate shall be suitable for the respective application and in accordance with the respective gate manufacturer's recommendation for the respective application. Gate construction shall comply with ASTM F 1184-05 for Type II - Cantilever Slide, Class 2 – steel frame and aluminum frame gates using internal rollers. Metal pipe and tubing used in the gate construction shall be Aluminum complying with ASTM F1043 for materials and protective coatings. The gate shall conform to ASTM F2200 Standard for Automated Vehicular Gate Construction. The gate shall be metal framed manufactured of Aluminum, with cross bracing, and covered with chain link fence fabric, sliding-gate, cantilever-type, capable of spanning the prescribed clear opening, **10 ft** in height and have an enclosed roller assembly to be protected from freezing rain and snow. Gate shall have double tracks supported by gate posts on each side of the gate (interior and exterior). The gate frame shall be supported from the tracks by four, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies. The Fabric shall be 2-in. diamond mesh steel wire, interwoven, minimum 9 gauge thick, top selvage knuckle end closed, bottom selvage twisted tight barbed or knuckle end closed. Fittings, sleeves, bands, clips, rail ends, tension bars, fasteners, and additional miscellaneous fittings shall be galvanized steel. Drive rail shall be galvanized steel (or as recommended by the respective gate operator manufacturer) properly sized, designed, and suitable for use with the respective gate operator and in accordance with the respective gate operator's recommendation. Gate posts shall be fabricated from round galvanized steel pipe with outside dimensions and minimum weight according to ASTM F 1184 for Type II Gate Opening Width: Over 12 ft but not over 30 ft. Gate posts shall be minimum 4-in. O. D. (round) diameter Schedule 40 weighing 9.11 lbs. /ft. All steel used in the manufacturer of gate posts and gate materials shall be 100% domestic steel. Gate shall be a Fortress Structural Slide Gate as manufactured by Tymetal Corporation, or approved equal.

162700-2.3 GATE OPERATOR. The hydraulic gate operator shall be equipped with a minimum one (1) horsepower electric motor **(larger motors will be required where recommended by the respective gate operator manufacturer for the respective size and type of gate)** capable of operating cantilever gate up to 50 ft in overall length weighing up to 3,000 pounds with a drive rail draw force requirement of no less than 300 lbs. at a preset speed of approximately 2 ft. per second, to close the prescribed opening. Gate operators shall be equipped with a heater to allow operation within a temperature range of -40°F to +150°F ambient temperature, in rain, snow, sun, and high humidity. Hydraulic fluid shall be suitable for applications in cold weather and hot weather applications located in Central Illinois. The gate operator shall be suitable for operation in a climate that has rain, snow, sleet, and ice. The gate operator shall include a snow brush and blade kit suitable and compatible with the respective gate operator. The operator shall consist of the motor starter/controller and all relays required from the operation

outlined herein. The operator and components shall be factory assembled and wired so as to require only field connections of the card reader, loops, system power supply, and remote control and safety devices. The operator housing shall be weatherproof, fabricated from stainless steel, or galvanized steel with a corrosion resistant, powder coated paint finish and shall completely enclose the motor and electrical components of the unit. Appropriate time delays shall be incorporated for safe gate operation. Gates shall close automatically after an extensive adjustable delay period, unless manually disabled. The gate operator shall be UL-listed or ETL-listed to have met requirements of UL 325, (Fourth Edition), Standard for Safety for Door, Drapery, Gate, Louver and Window Operators and Systems and suitable for UL 325 Usage Classes III and Class IV applications. The gate operator shall include UL 325 entrapment protection sensors Type A - Inherent entrapment sensing system and Type E- inherent audio alarm to warn personnel of gate activation to comply with the requirements of UL 325 for a Class III usage application. The gate and operator system shall additionally include an entrapment protection Type B1 non-contact sensor/photoelectric eye safety device. In addition to the requirements of UL325, a Red Strobe shall flash when the gate is activated and/or moving. The strobe shall come packaged with and/or be compatible with the Gate Operator and be remote mounted to the top of the control panel enclosure or fence and field wired per the manufacturer's requirements.

The proposed gate operator shall be HySecurity Model Slide-Driver 50VF2/3 (222 X3 ST), or approved equal. Include appropriate software and/or hardware to ensure that the gate operator will operate properly on the respective power supply systems.

**Supply voltage for the gate operator will be 120/240 VAC, 1 phase, 3 wire with ground. At some locations the power source will be 120/240 VAC, 1 phase, 3 wire with ground from a 240/120 VAC, 3 phase, 4-wire (with high leg) power source as detailed on the Plans.**

**Gate operators shall be rated for the respective voltage available at the site and shall properly operate on the respective nominal voltage system plus or minus 10 percent. Contractor shall confirm with the gate operator manufacturer that the respective gate operator he selects is rated suitable for the respective application, is suitable and compatible with the respective gate, and will operate properly on the respective power supply. Note the gate operator must also operate properly on standby engine generator power and shall not require manual reset due to transfer from utility power to standby generator power or back to utility power. The gate operator must not require manual reset for momentary power outages. Where a power outage occurs the gate operator shall automatically resume normal operation upon restoration of power.**

All gate operators furnished on this project shall be by the same manufacturer.

Include AC surge protector/transient voltage surge suppressor at the point of the input power connection to the gate operator. AC surge protector shall be UL 1449 listed with a surge current rating of 40,000 Amps, suitable for 120/240 VAC, 1 phase, 3 wire plus ground system; Joslyn Model 1265-21, Lightning Protection Corp. Model LPC-11765U-13, Square D Catalog Number TVS120XR50S, or approved equal.

The gate operator foundation shall be a minimum of 48 in. depth, to the dimensions recommended by the manufacturer. Foundation shall be constructed of Item 610 concrete. Anchor bolts shall be per the gate operator manufacturer's requirements. The concrete must have strength of 3,500 psi after 14 days.

162700-2.4 CARD READER UNIT. Based on review with the Airport Director, Gate Number 4 located at the south side of the Terminal Building will not need a card reader. Based on review with the Airport Director and Archer Daniels Midland Company (ADM) the existing card readers for the ADM North Hangar Gate and ADM South Hangar Gate will remain in place and each will be interfaced to each respective replacement gate operator.

The existing card readers at the Fuel Facility Access Gate, the Cargo Facility Access Gate, and the Cargo Facility Pedestrian Swing Gate are American Access Systems Stand Alone Proximity Card Reader Model 23-206. These card readers shall be upgraded with new card reader components to match the card reader systems at Gates Numbers 1, 2, 3, 5, and 7. The programmer shall be located on the same stand as the card reader per the Airport Director's request. The existing card reader pedestal, foundation, and/or support shall remain in place and be used with the associated card reader upgrade.

Card reader upgrade shall be a stand-alone proximity type unit compatible with a personal computer. The card reader shall provide the capability of restricted access to certain gates, allowing only certain cards to be programmed for access. Card reader shall also be capable of programming a previously issued card to be deleted, and no longer allow access through the respective gate. Programming of cards shall take place by interfacing a laptop computer to the respective card reader through a RS-232 cable and appropriate adapters. Card reader access control unit shall be suitable for outdoor installation, with a weather-proof housing and operating temperature range of -15°F to +160°F. Card reader unit shall be surface mount housing, with appropriate adapters and hardware to install on a gooseneck-type pedestal. All hardware shall be corrosion-resistant. The Airport has approximately 2,000 existing cards that are compatible with the existing American Access Systems Pro-Access 200sa, Model 25-200cr card readers located at Gates Numbers 1, 2, 3, 5, and 7.

The proposed upgrade stand-alone proximity card reader unit shall be Pro-Access 200sa, Model 25-200cr as manufactured by American Access Systems, Inc., 7079 South Jordan Road, Unit 6, Englewood, CO 80112, Phone: 303-799-9757 or 1-800-541-5677, Fax: 303-799-9756, or approved equal, to match the existing card readers in use at Gates Numbers 1, 2, 3, 5, and 7. The Contractor shall confirm the equipment and components necessary for the respective card reader upgrades. The installation shall include RS-232 Cable, with adequate length to allow the user to pull up a vehicle to the card reader, unlock the card reader housing, pull out the cable to interface and interface to a laptop personal computer. Slack cable will be provided such that when the card reader unit is opened the cable can then be extended to interface to the respective laptop computer. Include RS-232 to USB adapter cable and/or other adapters to be compatible with a laptop personal computer. Based on information from American Access Systems, Inc., the Pro-Access 200sa stand-alone proximity card reader requires 16.5 VAC control voltage, and is furnished with a 120 VAC to 16.5 VAC, 25 VA control power transformer, with built in surge protection, and a two-prong plug compatible with 120 VAC receptacle (NEMA I-15R). A 120 VAC specification grade simplex receptacle rated and compatible with the respective control power transformer shall be provided with the gate control system. Contractor shall ensure compatibility between the gate operator control voltages, the card reader unit input voltage and output contact ratings, and the respective control interface.

Contractor shall include interfacing relays, transformers, and power and control wiring, as applicable. Contractor shall provide a NEMA 4X stainless steel enclosure to house the receptacle, transformer, and other associated controls. Programming the card reader shall be coordinated with the Airport Director.

162700-2.5 OPEN-CLOSE-STOP CONTROL STATIONS. Include new "Open-Close-Stop" control stations for Gate 4 at the south side of the Terminal Building. Open-Close-Stop control stations shall be as recommended by the respective gate operator manufacturer's representative and shall be suitable and compatible with the respective gate operator. Include associated enclosures, junction boxes, conduits, fittings, wiring, mounting hardware, and accessories.

162700-2.6 REMOTE RECEIVER. The Contractor shall provide a remote receiver for each gate operator. Remote receiver shall have proper shielding to eliminate potential problems caused by stray radio frequency interference or noise. Remote receiver shall be high quality and capable of being activated by the respective transmitter at a distance of up to approximately 75 ft. The Contractor is responsible to provide a properly operating receiver and transmitter pair for the gate operator. Antenna for receiver shall be mounted above the fence to ensure proper operation by remote transmitter from a distance of up to 75 ft. Include all support and mounting hardware for antenna.

- A. Remote receiver for Gate Number 4 located at the south side of the Terminal Building shall have frequency as specified by the Airport Director.
- B. Remote receiver for ADM North Hangar Gate shall have frequency as specified by ADM Security Personnel.
- C. Remote receiver for ADM South Hangar Gate shall have frequency as specified by ADM Security Personnel.

AR162700-2.7 REMOTE TRANSMITTERS.

- A. The Contractor shall provide with the remote receiver for Gate Number 4 at the south side of the Terminal Building, **35** remote transmitters for the gate for use by Airport or other authorized personnel. Remote transmitters shall be high quality and capable of activating the respective receiver at a distance of up to 75 ft. Programming of frequency shall be coordinated with the Airport Director.
- B. The Contractor shall provide with the remote receiver for the ADM gates, **25** remote transmitters for control of both ADM gate operators (ADM North Hangar Gate and ADM South Hangar Gate). Each remote transmitter shall have two push buttons for control of two separate gates. Remote transmitters shall be high quality and capable of activating each respective receiver at a distance of up to 75 ft. Programming of frequencies shall be coordinated with ADM.

162700-2.8 DETECTOR AMPLIFIERS. Detector amplifiers shall consist of digital design units capable of automatic tuning, pulse and presence outputs, excellent stability and accuracy, with long-term reliability. The device shall be with plug-in and plug-out circuits for rapid repair. The unit shall constantly monitor the frequency of the loop, and compare and adjust automatically for changes, such as loop aging, moisture, mechanical deterioration, and foreign bodies in the loop area. Detector amplifiers shall contain lightning protection and be capable of total loop isolation. Amplifiers shall be mounted in or on the outside of the gate controller housing. Weatherproof enclosures, when required, shall be of NEMA-4 design. The amplifiers shall be capable of stable operation and automatic tuning over a range of minus 30° F to plus 180° F. Loop detectors shall be selective as to direction of travel of vehicle with respect to the instantaneous position of the gate, i.e., close loops will activate system only with gate in open or opening state.

Open loop will activate gate only with gate in closed or closing state. Contractor shall verify the selected loop detector is suitable for the respective gate installation.

**162700-2.9 SECONDARY SAFETY DEVICES.** Each gate and operator system shall additionally include an entrapment protection Type B1 non-contact sensor/photoelectric eye safety device to stop the gate and/or prevent it from closing if an obstruction is detected in the path of the gate. Photoelectric eye system shall include a transmitter and receiver pair with operating range corresponding to the respective gate length, suitable for outdoor installation and operation over a temperature range of -40° F to +150 °F. These devices shall be UL approved to maintain the UL listing and/or ETL listing (confirming compliance with UL 325) of the respective gate operator system, and shall be as recommended by the respective gate operator manufacturer's representative. Photoelectric eye system shall be EMX Industries, Inc. (4564 Johnston Parkway, Cleveland, Ohio 44128, Phone: 1-800-426-9912 or 216-518-9888, Fax: 216-518-9884) Model Number IRB-325 with IRB-325-HD protective hoods and IRB-325-PT mounting posts, or approved equal. Contractor shall include all power and control wiring, conduits, ducts, support hardware, mounting posts, control panel enclosure, interface connections, etc. as required to provide a complete and operational system.

**162700-2.10 FLASHING RED STROBE LIGHT.** In addition to the requirements of UL325, a red colored strobe light shall flash when the gate is activated and/or moving. The strobe and housing shall be rated NEMA 4 suitable for outdoor installations. The strobe shall be suitable for operation on 120 VAC and/or the respective power supply system voltages available with the gate operator system. The strobe shall be compatible with the respective gate operator control system. The strobe shall be remote mounted to the top of the control panel enclosure or fence and field wired per the manufacturer's requirements. Include interfacing relays as applicable. Include NEMA 4 Hubs for conduit interface to NEMA 4 rated enclosures to maintain the NEMA 4 rating of the respective enclosure.

**162700-2.11 POWER SOURCE.** Power for the gate operator shall be from a 120/240 VAC, 1 phase, 3 wire system or 240/120 VAC, 3 phase, 4 wire system located as detailed on the Plans. Power to the gate operator shall be as detailed on the Plans and in accordance to the gate operator's manufacturer's recommendations. The cable and all associated conduits, ducts, and unit duct will be paid for as an incidental item to the installation of the proposed electric slide gate. The Contractor will be responsible for providing all necessary material for the installation of electrical power and control wiring from the power source to the gate operator, from the gate operator to the card reader, and from the gate operator to the detector loops. It will also be the Contractor's responsibility to locate, identify and protect all existing utilities. Any damage to these utilities will be immediately repaired at the Contractor's own expense.

**162700-2.12 CONTROL WIRING.** Control wires between devices shall be Copper, Type THWN, No. 14 minimum, or as recommended by the respective equipment manufacturer, color coded and tagged with wire markers for easy identification. The control wiring between the card reader station and the gate operator shall include a #12 AWG THWN or XHHW Copper with green colored insulation equipment ground wire.

Induction loop feed wires shall be Copper, No. 14 AWG minimum, Twin-Twisted-Shielded, meeting the State of Illinois, Department of Transportation, specifications and all the requirements of manufacturer of the respective Detector Amplifier furnished. Detector loop wires shall conform to the requirements Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Section 1079 DETECTOR LOOP.

1-inch Galvanized Rigid Steel conduit will be required for all control wires from outside the pavement area to the operator, from the card reader to the operator, from the photoelectric eye safety devices to the operator, and from the operator to the detector loops. All metal conduits entering the gate operator shall be bonded to the frame of the gate operator.

162700-2.13 BRANCH CIRCUIT BREAKERS. Circuit breakers for the gate operator branch circuit, and any other required circuits, 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. Where circuit breakers manufactured by the same manufacturer as the respective panelboard or load center are not readily available, a circuit breaker by a different manufacturer will be acceptable.

162700-2.14 SAFETY SWITCHES. Furnish and install a safety switch for the respective gate operator 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 located outdoors, or in damp areas shall be in NEMA 4X stainless steel enclosures. Safety switches located in hazardous classified areas shall be UL-listed or FM approved as suitable for the respective location. Safety switches shall be as manufactured by Square D, Eaton Cutler-Hammer, or equivalent. Safety switches shall be manufactured in the United States to comply with the Airport Improvement Program Buy American Preferences requirements.

162700-2.15 FUSES. Fuses shall be Class RK5, UL listed with 100,000 Amp (minimum) interrupting rating at the respective voltage system. Fuses shall be properly sized and suitable for the respective equipment in accordance with the respective equipment manufacturer's recommendations and/or in accordance with the requirements of National Electrical Code for the respective motor/equipment. Fuses shall be manufactured by Bussmann, Littlefuse, or approved equal. Furnish two additional fuses of each size and type used on the project, for use as spares.

162700-2.16 GALVANIZED RIGID STEEL CONDUIT. 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. All fittings shall be threaded type. Fittings shall conform to ANSI C80.4. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

162700-2.17 LIQUID TIGHT FLEXIBLE METAL CONDUIT. Liquid-tight, flexible metal conduit shall consist of polyvinyl jacket over flexible, hot-dip, 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 NEC. **Liquid-tight, flexible metal conduit and associated fittings shall be UL-listed to meet the requirements of NEC 350.6.** Liquid-tight, flexible metal conduit shall be Anaconda Sealtite Type UA, as manufactured by Anamet Electrical Inc., 1000 Broadway Avenue

East, Mattoon, Illinois 61938-0039, (Phone: 217-234-8844), Liquatite Type LA as manufactured by Electri-Flex Company, 222 W. Central Ave., Roselle, Illinois 60172, (Phone: 630-529-2920 or 1-800-323-6174), or approved equal. Do not install liquid-tight, flexible metal conduit that is not UL listed. Confirm liquid-tight, flexible metal conduit bears the UL label prior to installation.

162700-2.18 SCHEDULE 40 PVC CONDUIT. Schedule 40 PVC conduit 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), TC-3 (Fittings), UL-651 (Standard for rigid nonmetallic conduit), and UL-514B. The conduit and fittings shall carry a UL label (on each 10 ft length of conduit and stamped or molded on every fitting). Conduit and fittings shall be identified for type and manufacturer and shall be traceable to location of plant and date manufactured. The markings shall be legible and permanent. The conduit shall be made from polyvinyl chloride C-300 compound that includes inert modifiers to improve weather ability, heat distortion. Clean reworked material, generated by the manufacturer's own conduit production, may be used by the same manufacturer, provided the end products meet the requirements of this Specification. The conduit and fittings shall be homogenous plastic material free from visible cracks, holes, or foreign inclusions. The conduit bore shall be smooth and free of blisters, nicks, or other imperfections which could mar conductors or cables. Conduit fittings and cement shall be produced by the same manufacturer to assure system integrity.

162700-2.19 JUNCTION AND PULL BOXES. Unless otherwise noted on the Plans, all junction boxes shall be 16-gauge minimum construction. Surface mounted exterior junction and pull boxes located in non-hazardous, non-classified areas, shall be NEMA 4X stainless steel or aluminum, Hoffman, or approved equal. Flush-mounted exterior boxes located in non-hazardous, non-classified areas, in floors, walkways, and walls shall be NEMA 4, cast aluminum, Crouse-Hinds, Hubbell-Killark, or approved equal, and shall be supplied with asphalt paint applied to all surfaces imbedded in concrete. 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. Junction and pull boxes shall be sized as required for conductors and splices and per 2014 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 even though they might not be indicated on the drawings.

162700-2.20 GROUND RODS. Ground rods for electrical installations shall be 3/4-inch diameter by 10-foot long, UL-listed, Copper clad with 10-mil minimum Copper coating. Ground rods for fence grounding shall be 5/8-inch diameter by 8-foot long, UL-listed, Copper clad with 10-mil minimum Copper coating. Steel used to manufacture ground rods shall be 100 percent domestic steel.

162700-2.21 LEGEND PLATES. Legend plates shall be required for all safety switches, individual circuit breakers, disconnects, etc. Legend plates shall be provided to identify the equipment controlled, the power source, the voltage system, and the function of each device. Legend plates shall be weatherproof and abrasion resistant phenolic material. Lettering shall be black letters on a white background, unless otherwise noted.

162700-2.22 SIGNAGE. The gate shall include signage as detailed on the Plans. Furnish and install warning signs at gate exterior face and interior face noting "WARNING – MOVING GATE CAN CAUSE SERIOUS INJURY OR DEATH" and "RESTRICTED AREA KEEP OUT". Include an additional warning sign located on the fence interior along the path of the gate travel noting

“WARNING – MOVING GATE CAN CAUSE SERIOUS INJURY OR DEATH”. Signage shall be secured to the gate with corrosion resistant metal connectors. Existing signs located on each existing gate shall also be relocated to each respective proposed gate. These signs shall be attached to the proposed gates with corrosion resistant metal connectors in a manner approved by the Resident Engineer/Resident Technician. Additional signage shall be provided as detailed on the Plans and/or as specified herein.

162700-2.23 CONCRETE. Concrete for use with the gate installation and/or associated equipment shall conform to Item 610 Portland Cement Concrete of the Standard Specifications for Construction of Airports.

162700-2.24 SNOW BRUSH AND BLADE KIT. Item AR800468 Snow Brush and Blade Kit shall consist of furnishing and installing a snow brush and blade kit suitable and compatible with each existing respective gate operator. The Snow Brush and Blade Kit shall be provided by HySecurity to ensure compatibility with each respective HySecurity gate operator. Contractor shall confirm part number for the Snow Brush and Blade Kit with HySecurity. Note new gate operators shall also include a snow brush and blade kit that will be considered incidental to the respective electric slide gate.

### **CONSTRUCTION METHODS**

162700-3.1 CONTRACTOR QUALIFICATIONS. The Contractor responsible for installing the electric driveway gates shall be pre-qualified with IDOT to bid the respective work.

162700-3.2 AIRPORT SECURITY. The Contractor will place temporary fencing (minimum height to match existing fence) across the gate opening whenever the proposed gate cannot be closed at the end of the construction day. Security at the Airport shall be maintained at all times and coordinated with the Airport Director.

162700-3.3 SPLICES. Splices, where allowed, shall be the resin encapsulating type, suitable for direct burial, and be as manufactured by 3-M, Burndy, or approved equal.

162700-3.4 MATERIALS FURNISHED BY THE CONTRACTOR. All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Project Engineer by means of shop drawings. All materials not otherwise specifically indicated shall be furnished by the Contractor. All materials furnished by the Contractor shall be new.

162700-3.5 STORAGE OF MATERIALS. Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

162700-3.6 LOCATE EXISTING UTILITIES: The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and

type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

162700-3.7 MANUFACTURER'S DIRECTIONS. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

162700-3.8 CUTTING AND PATCHING. The Contractor shall do all necessary cutting and patching of the pavement that may be required by the drawings and Specifications to complete the structure. He shall restore all such cut or patched areas as directed by the Resident Engineer/Resident Technician. Cutting of existing structures that may endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Owner and under his direction.

162700-3.9 CLEAN UP. The Contractor shall remove from the Owner's property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials, leaving the site smooth, clean, and true to line and grade.

162700-3.10 WARRANTY PERIOD: Neither the final certificate of payment nor any provision in the contract, not partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner shall give notice of defective materials and work with reasonable promptness. The warranty applies to equipment furnished, as well as to all other work and materials. **The gate operator shall include a 5-year limited warranty against all defects in materials or workmanship. Defective material shall be replaced with the same or comparable materials furnished by the gate operator manufacturer, at no cost to the Owner.**

162700-3.11 ELECTRIC SLIDE GATE CONSTRUCTION. The Contractor shall install the electric slide gate as detailed on the Construction Plans and in accordance with the manufacturer's directions. The Contractor will be responsible for the construction of any and all concrete bases for the proposed gate operator and card reader.

162700-3.12 GATE CONTROL EQUIPMENT. Installation of all electrical equipment and all gate control equipment shall be in conformance with the requirements of the NFPA 70- National Electrical Code (NEC) most current issue in force, the respective equipment manufacturer's directions, and in strict accordance with the requirements of all local authorities having jurisdiction. **All control power transformers, power supplies, receptacles, loop detector amplifiers, secondary safety device equipment, and any other associated controls shall be installed either inside the gate operator control panel or inside a separate NEMA 4 stainless steel control panel enclosure. Where the control equipment is to be installed inside the gate operator control panel the Contractor shall coordinate this with the gate operator manufacturer and the respective gate operator equipment supplier. Locating these controls outside of gate operator control panel but within the gate operator housing will not meet this requirement.** All card stations, push button stations, operators, and controllers shall be grounded to prevent shock. All concrete work required, and the precise locations for the installation of the gate controller/operator, gate card reader, and induction loops, shall be coordinated with the manufacturer's shop drawings.

162700-3.13 INSTALLATION OF DETECTOR LOOPS: The gate will also include loop detectors with a free exit feature. Three loops (one exterior and two interior) shall be provided. The exterior loop shall serve as an "obstruction/safety" loop. The interior loop closer to the gate shall also serve as an "obstruction/safety" loop. The second interior loop shall serve as a "free exit" loop for automatic opening to exit upon detection of a vehicle. Contractor shall coordinate and select controls and wiring in accordance with the respective gate operator representative recommendations. Contractor shall verify the selected loop detectors are suitable for the respective gate installation. Contractor shall include interfacing relays, transformers, power supplies, receptacles, control devices, and power and control wiring, as applicable. Contractor shall verify control of the respective loop detector system with the Airport and Archer Daniels Midland Company for the respective gates and make adjustments to meet their security requirements where applicable. New loop detector wiring shall be as specified by the manufacturer furnishing the detector amplifiers. The induction loops shall be equipped with appropriate equipment to operate properly for large trucks and not activate closure of the gate onto vehicles parked in the gate opening. Induction loops shall be installed in saw-cut grooves created by the Contractor in the road surface; such grooves of length, width, and depth as required by the manufacturer of the loop control equipment. Loop detector wiring shall be installed in accordance with the respective gate operator and/or loop detector manufacturer instructions. Contractor shall saw cut approximately 6" minimum depth at the pavement edge such that the conduit for the loop detector lead-in wiring will not be less than 6" below grade at the interface point to the pavement. Loop wires shall be held in place in the bituminous/concrete pavement by completely backfilling and covering slot with a sealer such as #E707 by Bondo, #491 HP by Euclid Chemical Company, or an approved equal. Sealer shall conform to the requirements Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Section 1079 DETECTOR LOOP.

162700-3.14 PROTECTIVE ELECTRICAL GROUND: Continuous fence shall be grounded at intervals not exceeding 500 ft. There shall be a ground within 100 ft of gates in each section of the fence adjacent to the gate. Fence under a power line shall be grounded by three grounds; one directly under the crossing and one on each side 25 ft to 50 ft away. A single ground shall be located directly under each telephone wire or cable crossing. The counterpoise ground shall

be used only where it is impossible to drive a ground rod. The ground wire shall be connected to the fabric and tension wire with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440), Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-in. diameter by 8 ft long (minimum), UL-listed, Copper-clad. The ground wire used to bond the fence fabric and tension wire to the ground rod shall be #6 AWG bare solid Copper conductor.

162700-3.15 ELECTRICAL GENERAL. The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of the gate operator, as stipulated in the respective item 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 NFPA 70-National Electrical Code (NEC) most current issue in force, the respective equipment manufacturer's directions, 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 will not be permitted.

- A. The Contractor should examine the proposed site to evaluate the complexity of the work.
- B. Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.
- C. Contractor shall keep a copy of the Plans, Special Provision Specifications including any addenda, and copies of any change orders on site at all times during construction.
- D. Per NEC 513, aircraft hangars are classified as a Class 1, Division 2, Group D hazardous location for a level of 18 in. above the floor for the entire area of the hangar. The area in the vicinity of the aircraft is also a Class 1, Division 2, Group D hazardous location with boundaries as noted in NEC 513. All electrical installations in the hangar shall conform to the applicable sections of NEC 500, 501, and 513 in addition to the other applicable sections of NEC. Where electrical equipment is installed in a classified hazardous location, it shall be suitable for use in the respective classified hazardous location. Where possible, avoid installation of electrical equipment, raceways, and wiring in the classified hazardous areas of aircraft hangars.
- E. Contractor shall coordinate work and any power outages to buildings located on the airport with the Airport Director/Manager and/or the respective building personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director and/or the respective building personnel prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures, including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

- F. Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- G. Contractor shall comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.
- H. Contractor shall confirm that the power to each gate operator rated for 240 VAC, single-phase is 240 VAC, single-phase, 2-wire with ground and that each phase to ground is 120 VAC. Contractor shall confirm that the power to each gate operator rated for 208 VAC, single-phase is 208 VAC, single-phase, 2-wire with ground and that each phase to ground is 120 VAC. Where shown on the Plans or where required to accommodate control power a neutral conductor shall be included with the power circuit to provide 120/240 VAC or 120/208 VAC single-phase, 3-wire with ground to power the gate operator and associated control systems. **Do not connect a high leg of a 240/120 VAC, 3-phase, 4-wire system to a gate operator that is rated for 240 VAC, single-phase power.**
- I. Splices in conductors will be allowed only within the specified junction boxes or splice cans. Only splices between loop lead-in wires and the Twin-Twisted-Shielded conductors are approved. Circuit conductors for power wiring shall be continuous from source of power to connected device (from the respective panelboard or load center to the safety switch at the gate operator).
- J. The Contractor shall be responsible for furnishing and setting all anchor bolts required to install his equipment.
- K. Where concrete mounting pads are required for equipment mounting, the Contractor shall furnish all concreting and form work necessary to complete the installation.
- L. 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/Resident Technician shall approve the method of mounting before equipment is mounted.

**162700-3.16 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.

**162700-3.17 INSTALLATION OF SAFETY SWITCHES:** All safety switches shall be provided with appropriate mounting hardware and strut support. Strut support shall be stainless steel strut support, Unistrut P-1000-SS, 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 weatherproof abrasion resistant, engraved legend plates for each safety switch noting the device served, the power source, and the voltage system.

162700-3.18 CONDUIT INSTALLATION: Cable in unit duct and/or conduit for the gate operator power shall be direct bury 24 in. minimum below finished grade. Cable in conduit below roadways and walks shall be minimum 24 in. deep. Installation of cable in unit duct and/or conduit shall conform to Item 108. Installation of conduit shall conform to Item 110, as detailed on the Plans and as specified herein.

- A. All conduit(s) under walks shall be pushed.
- B. Conduit size and fill requirements shall comply with Appendix C, conduit fill tables, of the NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on the drawings.
- C. Liquid-tight flexible conduit shall be provided as a connection between each motor junction box (or any other piece of equipment subject to movement or vibration) and the rigid conduit system.
- D. Ream conduits only after threads are cut. Cut joints square to butt solidly into couplings. Where necessary to join two pieces of conduit, and it is impossible to use standard couplings, use 3-piece malleable iron conduit coupling. The use of running thread is prohibited. This applies to all rigid conduit installations, underground or otherwise.
- E. Make all joints in steel underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete, or any foreign materials during construction. Clean conduit runs before pulling in conductors.
- F. A run of conduit between outlet and outlet, between fitting and fitting, or between outlet and fitting shall not contain more than the equivalent of four quarter bends, including bends immediately at an outlet or fitting.
- G. Where conduits enter a box or fitting, provide a steel locknut and an insulated metallic bushing. Use this method to terminate conduit in panels, pull boxes, safety switches, etc.
- H. Provide NEMA four hubs for all conduit entries into enclosures rated NEMA 4, 4X to maintain NEMA 4, 4X rating.
- I. Do not run conduit below or adjacent to water piping.
- J. Run exposed conduits parallel with walls and at right angles to the building lines, not diagonally. Make bends and turns will pull boxes or cadmium plated or hot-dipped galvanized malleable iron fittings and covers.

162700-3.19 INSTALLATION OF JUNCTION AND PULL BOXES: Use only screws, bolts, washers, etc. fabricated from rust resisting metals for the supporting of boxes. Install pull boxes in runs of conduit such that a total of 360 degrees in bends is not exceeded. Junction boxes shall be installed at all points in conduit runs where taps or splices are located. Boxes required by code or need which are not detailed on the plans shall be considered incidental to the respective work item and will not be paid for separately.

162700-3.20 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 National Electrical Code (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/conductive grease and lubricant suitable for electrical connections and grounding connections, before joining; Sanchem Inc. "NO-OX-ID "A-Special" compound, Burndy Penetrox E, or approved equal.
- C. Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2014 National Electrical Code Article 250-12.
- D. 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 rods at all locations where shown on the Plans or specified herein. Ground rods for electrical installations shall be 3/4 in. diameter, 10 ft long, UL-listed, Copper clad with 10-mil minimum Copper coating. Ground rods for fence grounding shall be 5/8 in. diameter, 8 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), Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds 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.

- F. 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, Penn-Union, or approved equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.
- G. All metal equipment enclosures, conduits, cabinets, boxes, receptacles, motors, etc. shall be bonded to the respective grounding system. Provide grounding bushings at all conduits entering service entrance equipment (meter bases, service disconnects, service panelboards, etc.) and distribution panels or load centers and ground wire from bushing to ground bus in the respective service entrance equipment or distribution panel.
- H. The equipment ground wire from equipment shall not be smaller than allowed by 2014 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 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.
- I. 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 National Electrical Code. 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 2014 NEC 250-24.
- J. All exterior metal conduit, 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 2014 NEC 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 2014 NEC 250-102.
- K. 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.

**162700-3.21 TESTING:** The Contractor shall make at his own expense any tests of equipment, wiring, or insulation deemed necessary by any inspection department or by the Owner's Representative and/or Resident Engineer/Resident Technician and shall provide all apparatus, meters, materials, and labor required to make such tests. **Contractor shall engage a factory authorized service technician to provide start-up, testing, adjustments, calibration and checkout for each electrically operated gate. This shall be scheduled while the**

**Contractor is still on-site and be coordinated such that all of the gates for the project are commissioned on a single site visit to reduce costs. All tests shall be conducted in the presence of the Owner and the Resident Engineer/Resident Technician.**

The Contractor shall test and demonstrate to the satisfaction of the Resident Engineer/Resident Technician the following:

- A. That all power and control circuits are continuous and free from short circuits.
- B. That all circuits are free from unspecified grounds.
- C. That the insulation resistance to ground of all ungrounded conductors of multiple circuits is not less than 50 megohms.
- D. That all circuits are properly connected in accordance with applicable wiring diagrams.
- E. Test and adjust gate operator, controls, safety devices/features, hardware, and other operable components. Confirm that all circuits operate properly.
- F. Verify ground rod is installed at electric gate operator (per mfr requirements).
- G. Verify metal conduits terminated at gate operator are bonded to the gate operator housing.
- H. Verify ground rods are installed at each side of the gate.
- I. Verify card reader/keypad station includes a ground wire to it. Record size and type.
- J. Verify Operation and Maintenance Manuals were furnished with equipment.
- K. Verify roller assembly has full contact with the drive rail on the gate.
- L. Verify the drive rail on the gate is level.
- M. Verify the gate is level.
- N. Where the drive rail has a splice, verify it is the proper type.
- O. Observe the drive rail and check to see if it has unusual wear.
- P. Release the gate operator braking mechanism and open and close the gate to confirm smooth and free operation over the full length of travel.
- Q. Verify the proximity sensor and the trip plate are installed properly and do not have an interference.
- R. Verify the gate operator beeper works properly and activates upon gate operation.
- S. Verify the gate flashing strobe works properly and activates upon gate operation.

- T. Interrupt power to the gate operator and confirm that the gate does not open upon restoration of power. The gate operator shall not activate for a power interruption as it does for a card reader signal input.
  - U. Test gate and verify proper operation.
  - V. Check operation of safety loops. Does gate remain open if vehicle stays on the exit loop?
  - W. Check operation of free exit.
  - X. Check to see if gate stops if an obstruction is detected.
  - Y. Coordinate programming of cards for the card reader stations with the Airport Director and Airport Maintenance Staff.
  - Z. Train the designated owner's personnel on procedures for operation, starting, stopping, troubleshooting, servicing, and maintaining equipment.
- AA. All tests shall be recorded, stating the test results, date, and field conditions.

#### **METHOD OF MEASUREMENT**

162700-4.1 The quantity of each respective electric gate item to be furnished and installed shall be measured for payment as a unit price per each for the electric slide gate and shall include all materials, equipment, detector loops, cable in unit duct or conduit, ducts, directional boring, grounding, labor, coordination, tools, connections, and other incidentals as required to perform the specified work and testing the units for satisfactory operation. The quantity of power wiring and conduit from the respective power source to the gate operator and all other wiring associated with the gate operator system shall be incidental to the respective item of work for which it is being installed and no additional compensation will be made. The quantity of conduit and/or duct, including directional boring for the gate operator system shall be incidental to the respective item of work for which it is being installed and no additional compensation will be made.

162700-4.2 The quantity of Item AR800467 Upgrade Card Reader shall be measured for payment as a unit price per each consisting of upgrading an existing card reader and shall include all materials, wiring, equipment, cabling, grounding, labor, coordination, programming, tools, connections, and other incidentals as required to perform the specified work, put the card reader in proper working order, and testing the units for satisfactory operation.

162700-4.3 The quantity of Item AR800468 Snow Brush and Blade Kit shall be measured for payment as a unit price per each consisting of furnishing and installing a snow brush and blade kit suitable and compatible with the respective gate operator and shall include all materials, equipment, labor, coordination, tools, connections, and other incidentals as required to perform the specified work, put the respective system for the gate operator in proper working order, and testing the units for satisfactory operation.

**BASIS OF PAYMENT**

162700-5.1 Payment will be made at the contract unit price per each for the electric gate and shall be full compensation for all materials, equipment, tools, and labor required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

Payment will be made under:

Item AR162715 Electric Gate-15' – per each

Item AR162725 Electric Gate-25' – per each

162700-5.2 Payment will be made at the contract unit price per each for Item AR800467 Upgrade Card Reader and shall be full compensation for all materials, wiring, equipment, tools, and labor required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

Payment will be made under:

Item AR800467 Upgrade Card Reader – per each

162700-5.3 Payment will be made at the contract unit price per each for Item AR800468 Snow Brush and Blade Kit and shall be full compensation for all materials, equipment, tools, and labor required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

Payment will be made under:

Item AR800468 Snow Brush and Blade Kit – per each

**END OF ITEM 162700**

## **DIVISION VI – LIGHTING INSTALLATION**

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

#### **DESCRIPTION**

#### 108-1.1. Add the following to this section:

“In areas where there is a congestion of buried cable or where the proposed cable crosses an existing cable, the Contractor will be required to trench the proposed cable into place. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

When crossing existing circuits, the Contractor will be required to hand dig the trenches for the proposed cable.

The installation (including but not limited to plowing, trenching, directional-boring, or installing in ducts or raceways) of cable and/or cable in unit duct associated with each electric slide gate installation will be considered incidental to the contract unit price of the respective electric gate installation and no additional compensation will be allowed.”

#### 108-1.2 REFERENCES

- A. ASTM Specification B3 – Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM Specification B8 – Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. FAA Advisory Circular 150/5345-7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS.
- D. FAA AC No. 150/5345-53 "AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM" (most current issue) and AC150/5345-53C, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum.
- E. FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- F. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- G. NFPA 70 – National Electrical Code (most current issue in force).
- H. NFPA 70E – Standard for Electrical Safety in the Workplace.
- I. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.

- J. UL Standard 44 – Thermoset-Insulated Wires and Cables.
- K. UL Standard 83 – Thermoplastic-Insulated Wires and Cables.
- L. UL Standard 854 – Service Entrance Cables.

**108-1.3 SHOP DRAWINGS.** The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each wire, conductor, and/or cable type to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the Airport Improvement Program Buy American Preferences requirements. FAA approved equipment that is on the FAA Buy American Conformance List complies with the AIP Buy American Preferences and will not require additional waiver paperwork for AIP projects. See the FAA website at: [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls) for a list of equipment on the FAA Buy American Conformance List.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials, the Contractor shall furnish complete statements to the Project Engineer as to the origin, composition, and manufacturer of all material to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
- C. Indicate the pay item number for each respective cable and/or cable in unit duct.
- D. Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, ETL or UL listing, manufacturer, and catalog or part number.
- E. Where cable is required to have colored coded insulation, provide information on the color coding for the respective conductors.

## **EQUIPMENT AND MATERIALS**

**108-2.1 GENERAL.** Add the following.

“All cable shall be FAA approved or UL-listed as suitable for installed application. Cable furnished on this project shall comply with the requirements of the Airport Improvement Program Buy American Preferences requirements. All conductors shall be Copper.”

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

“Power Cable (600V and Below). All power wiring, 600V 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-Volts. 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. **Conductor insulation shall be color coded as noted below.**

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 Underwriters Laboratories Requirements for Type USE-2 insulation. Cable shall be UL-listed and marked USE-2. **Conductor insulation shall be color coded as noted below.**

XHHW Wire – Cable shall comply with UL Standard 44, ICEA S-95-658/NEMA WC70, and Federal Specification A-A-59544. Conductors shall be Class B-stranded, annealed, uncoated Copper per UL Standard 44. Insulation shall be rated for 600-Volts. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. Cable shall be UL-listed and marked XHHW-2. XHHW wire may be used in place of THWN wire for all applications. **Conductor insulation shall be color coded as noted below.**

Control Cable for Gate Operators: Control wiring for the gate operator system shall be as detailed on the Plans, as specified herein, and as recommended by the respective gate operator manufacturer’s representative and shall conform to the applicable sections of National Electrical Code. Contractor shall furnish and install the type, size, number, and quantity of control wiring to provide a complete and operational system for each respective gate operator.

Color-coding: Color-code phase and neutral conductor insulation for No. 6 AWG or smaller. Provide colored marking tape or colored insulation for phase and neutral conductors for No. 4 AWG and larger. **Insulated ground conductors shall have green colored insulation for all conductor sizes (AWG and/or KCMIL) to comply with NEC 250.119. Neutral conductors shall have white colored insulation for No. 6 AWG and smaller to meet the requirements of NEC 200.6.** Standard colors for power wiring and branch circuits for 120/240 VAC, 1-Phase, 3-Wire system shall be Phase A – Black, Phase B – Red, Neutral – White, and Ground – Green. Standard colors for power wiring and branch circuits for 208/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green. Standard

colors for power wiring and branch circuits for 240/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B (High Leg) – Orange, Phase C – Blue, Neutral – White, and Ground – Green. ”

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:

“The Contractor shall use a cable stripper/penciller whenever cable connections are made.

All breaks in the unit duct shall be sealed by shrink kits.

All below grade splices shall be installed in splice cans, handholes, or manholes. Splice cans shall be L-867, Class IA, Size B (12-inch diameter), 24-inch deep, with 1/2-inch 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.”

108-2.5 RESERVED. Revise 108-2.5 as follows to comply with the requirements of FAA Advisory Circular Number 150/5370-10G Standards for Specifying Construction of Airports, Item L-108 Underground Power Cable for Airports:

“108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated at or above 5000 Volts AC. The Contractor shall submit to the Project Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.”

## **CONSTRUCTION METHODS**

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

“If the Contractor wishes to lay cable on a line other than that shown on the Plans, he shall obtain approval of the Resident Engineer/Resident Technician before doing so. Any additional cable needed because of such change will be at the Contractor’s expense.

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

The Contractor shall 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. Care shall be taken so as not to damage any existing

circuits. Any existing circuits damaged shall be immediately repaired to the satisfaction of the Engineer and/or the respective utility or owner where applicable. Any underground utility damaged will be repaired or replaced at the Contractor's own expense. Any repairs of existing cables will be considered incidental to the contract, and no additional compensation will be allowed.

The Contractor shall furnish and install all materials necessary for complete and operational installation, 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 NFPA 70 – National Electrical Code (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, Intertek Testing Services verification/listing (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

Contractor shall coordinate work and any power outages with the Airport Director or respective Airport personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures, including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

Contractor shall comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.

All temporary installations shall comply with National Electrical Code Article 590 – "Temporary Installations." The Contractor shall secure, identify, and place temporary exposed wiring in conduit, duct, or unit duct to prevent electrocution and fire ignition sources in conformance with the requirements of FAA AC 150/5370-2F, Part 218, c.

All cables installed by the Contractor shall be properly labeled and tagged at all points of access (handholes, manholes, terminal panels, control panels, and the respective wireway at the power source or in the vault).

All changes to the airfield lighting system shall be documented by the Contractor and provided to the Resident Engineer/Resident Technician."

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.

Homerun cables for a respective circuit that are installed in conduit or duct shall be run together in the same raceway or duct."

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

- "F. Cable installed in cultivated fields shall be installed a minimum of 42 in. below grade.
- G. Any and all trenches will be backfilled to a smooth grade to the satisfaction of the Resident Engineer/Resident Technician. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed cable will be incidental to the respective 108 Pay Item."

108-3.5 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.

The Contractor shall use a cable stripper/penciller whenever cable connections are made.

All splices and connections will be considered incidental to the respective cable."

**Add the following:**

108-3.12 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

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

108-3.13 SEPARATION OF HIGH-VOLTAGE AND LOW-VOLTAGE WIRING. Low-voltage wiring shall maintain separation from high-voltage wiring. Low-voltage wiring and high-voltage wiring shall not be installed in the same raceway, handhole, or junction box.

108-3.14 SEPARATION OF COMMUNICATION CIRCUITS AND POWER WIRING. Communication circuits shall not be installed in the same raceway, conduit, duct, or handhole with power circuits.

108-3.15 IDENTIFICATION OF CABLES. At electrical handholes and manholes, identify and label each cable with respect to the origin and system or device served. Provide identification tags rated suitable for the respective locations with permanent markings.

### **METHOD OF MEASUREMENT**

108-4.3. The quantity of power cable and/or control cable installed in conduit, duct and/or unit duct associated with the gate operator systems will not be measured for payment. This shall be incidental to the respective item for which it is installed or the respective electric gate installation (Including, but not limited to Item AR162715 Electric Gate –15' and Item AR162725 Electric Gate –25').

### **BASIS OF PAYMENT**

108-5.2. Payment for the furnishing and installation of power cable installed in conduit duct and/or unit duct for the gate operator shall not be measured for payment and shall be incidental to the respective electric gate installation (Including, but not limited to Item AR162715 Electric Gate –15' and Item AR162725 Electric Gate –25'), and no additional compensation will be made.

Payment for the furnishing and installation of control cable installed in conduit and/or duct for the gate operator shall not be measured for payment and shall be incidental to the respective electric gate installation (Including, but not limited to Item AR162715 Electric Gate –15' and Item AR162725 Electric Gate –25'), and no additional compensation will be made.

**END OF ITEM 108**

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

**DESCRIPTION**

110-1.1 Add the following:

“This item of work shall consist of the installation of all proposed conduits and ducts as shown on the Construction Plans.”

110-1.2 REFERENCES

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 – Fittings Rigid Metal Conduit and EMT.
- C. ASTM D3350 – Specification of Polyethylene Plastics Pipe and Fittings Materials.
- D. ASTM F2160 – Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter.
- E. NEMA TC-2 – Electrical Plastic Tubing and Conduit.
- F. NEMA TC-3 – Fittings Rigid PVC Conduit and Tubing.
- G. NEMA Specification TC-7 – Smooth-Wall Coilable Polyethylene Electrical Plastic Conduit.
- H. NFPA 70 – National Electrical Code (NEC), most current issue in force.
- I. UL Standard 6 – Rigid Metal Conduit.
- J. UL Standard 514B – Conduit, Tubing and Cable Fittings.
- K. UL Standard 651 – Schedule 40 and 80 Rigid PVC Conduit.
- L. UL Standard 651B – Standard for Continuous Length High-Density Polyethylene (HDPE) Conduit.

110-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of conduit or duct to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus four (4) copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit**

**NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the Airport Improvement Program Buy American Preferences requirements.**

- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials and equipment.
- C. Indicate the pay item number for each respective conduit or duct.
- D. Shop drawings shall include conduit and/or duct cut sheets with type, size, specifications, UL listing, manufacturer, and catalog or part number.
- E. Provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

## **EQUIPMENT AND MATERIALS**

### 110-2.1 GENERAL. Add the following:

“All materials for these items shall be in accordance with the FAA Standard Specification 110 Equipment and Materials, as detailed on the Plans, and as specified herein. The duct to be directional-bored shall be Galvanized Rigid Steel Conduit, Schedule 40 PVC Conduit, Schedule 80 PVC Conduit or High-Density Polyethylene (HDPE) duct, (Schedule 40, Schedule 80, SDR 9, SDR 11, or SDR 13.5). Where Galvanized Rigid Steel Conduit is noted to be installed on the Plans, plastic conduit will not be permitted as an alternative conduit or duct.

### 110-2.2 STEEL CONDUIT. Replace this section with the following:

“Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, and produced in accordance with UL Standard 6 – Rigid Metal Conduit and ANSI C80.1 – Rigid Steel Conduit, Zinc Coated. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel or galvanized, malleable iron, specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 – Fittings Rigid Metal Conduit and EMT and UL 514B – Conduit, Tubing, and Cable Fittings. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

Miscellaneous Fittings. Fittings shall be suitable for use with conduits and ducts supplied. All fittings for use with rigid metal conduit shall be threaded. Set screw-type fittings are not acceptable. All conduit bodies, fittings, and boxes installed in classified

hazardous locations (Class I, Division 1 or 2, Group D) shall be suitable for use in Class I, Division 1, and Group D locations. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbell-Killark, O-Z/Gedney, or approved equal.”

110-2.3 PLASTIC CONDUIT. Add to this section:

“Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground.

- A. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement.
- B. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 9, SDR 11, or SDR 13.5 HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter), and suitable for directional boring installation. **Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose. Provide manufacturer’s literature confirming the respective duct is suitable for directional boring with the respective Shop Drawing submittal.**
- C. Conduits for direct burial in earth shall be PVC Schedule 40 (minimum wall thickness), UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for direct burial in earth, or HDPE Schedule 40 (minimum wall thickness), conforming to NEMA Standard TC-7 and UL 651B, or HDPE SDR 13.5 (minimum wall thickness) manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter). Conduits shall be suitable for direct burial in earth and/or concrete encasement.”

110-2.4 SPLIT CONDUIT. Add the following:

“NON-METALLIC SPLIT DUCT. Non-metallic split duct shall be used to extend existing duct that contains cables and/or for protection of existing cables as detailed on the Plans. Non-metallic split duct shall be Schedule 40 PVC designed for use with power and control cable applications. Non-metallic split shall be suitable for direct burial in earth and concrete encasement and exhibit superior impact strength. Joints shall be sealed with corrosion-resistant tape and heavy-duty plastic straps as recommended by the split duct manufacturer for the application. Split duct sleeve couplings, duct sweeps, fittings, and accessories shall be by the same manufacturer to assure system integrity. Non-metallic split duct shall be manufactured by Carlon Electrical Products, or approved equal. 4-in. Schedule 40 split ducts shall be Carlon Part Number 49015SD or approved equal. Install split duct as detailed

on the Plans and in conformance with manufacturer's recommendations for the respective application. Where split duct is to be concrete-encased, confirm it is suitable for the respective application with the manufacturer."

**Add the following:**

110-2.9 DUCT SPACERS. Provide duct spacers to provide proper separation of conduits installed in concrete encased duct. Duct spacers shall be designed to provide 3 in. separation of conduits. Duct spacers shall be Underground Devices Incorporated Wunpeece Series suitable for the respective size and quantity of ducts, or approved equal. Contact information for Underground Devices Incorporated is address: 3304 Commercial Avenue, Northbrook, Illinois 60062, Phone: (847) 205-9000, Fax: (847) 205-9004. Confirm catalog numbers with the manufacturer for the respective application.

## **CONSTRUCTION METHODS**

110-3.1 GENERAL. Add to this section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed 18 in. minimum below grade. Ducts located in area subject to farming shall be 42 in minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper. Where concrete-encased duct interfaces to directional-bored duct at a pavement crossing, the concrete encasement shall be installed up to the respective pavement edge. Where concrete-encased duct interfaces to an electrical handhole or manhole, the concrete encasement shall be installed up to the respective handhole or manhole. Provide bushings or bells at conduit terminations in electrical handholes or manholes.

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 24 in. below the bottom of the pavement it is being bored under. Ducts installed under paved areas and roadways shall extend a minimum of 10 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 ducts and any existing utilities. He will make all necessary adjustments in depth of installation to avoid any and all proposed underground improvements."

110-3.7 RESTORATION. Add to this section:

"Any and all trenches and disturbed areas will be backfilled and restored to a smooth grade and seeded to the satisfaction of the Engineer. All trench settlement shall be corrected for a period of one (1) year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed ducts will be incidental to the respective pay item for which the duct is installed. The fertilizing and seeding will be completed in

accordance with Items 901 and 908, but will be incidental to the respective pay item for which the duct is installed.”

**Add the following:**

**110-3.8 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES.** The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Contractor shall locate and mark all existing cables within 10 ft. of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer/Resident Technician at the Contractor's expense. The Resident Engineer/Resident Technician and Owner shall be notified immediately if any cables are damaged.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

**110-3.9 SPECIAL INSTALLATION – HAZARDOUS LOCATIONS.** The following shall apply to conduit installations located classified hazardous locations. Where possible avoid installation of electrical equipment, raceways, and wiring in the classified hazardous locations.

- A. Per NEC 513, aircraft hangars are classified as a Class I, Division 2, Group D hazardous location for a level of 18 in. above the floor for the entire area of the hangar. Per NEC 513.3(C) "Vicinity of Aircraft" the area within 5 feet horizontally from aircraft power plants or aircraft fuel tanks shall be classified as a Class I, Division 2 location that shall extend upward from the floor to a level 5 feet above the upper surface of wings and of engine enclosures. All electrical installations in the hangar shall conform to the applicable sections of NEC 500, 501, and 513 in addition to the other applicable sections of NEC.

Where electrical equipment is installed in a classified hazardous location it shall be suitable for use in the respective classified hazardous location. Where possible, avoid installation of electrical equipment, raceways, and wiring in the classified hazardous areas of this facility.

- B. Perform all work in classified hazardous locations as defined by the NEC in strict accordance with the NEC for the particular "Class", "Division", and "Group" of hazardous locations involved or indicated on the Drawings. Provide conduit and cable seals in accordance with the NEC.
- C. All conduits installed in classified hazardous locations (including Class I, Division 1 or 2, Group D) shall be suitable for the respective location. All boxes and fittings installed in Class I, Division 1 locations shall be approved (FM Approved or UL-listed) suitable for Class I, Division 1 locations. All boxes and fittings installed in Class I, Division 2 locations shall conform to the requirements of NEC 501.10 (B)(4).
- D. Per Article 501.15 (C) (6) of the 2014 NEC and UL Standard 886, the cross sectional area for conductors installed in a conduit seal off fitting shall not exceed 25 percent, unless the conduit seal off fitting has been specifically identified for a higher percentage of fill.
- E. Install explosion-proof conduit sealing fittings in conformance with the respective manufacturer's instructions. Contact the respective seal off manufacturer if assistance is required for direction of installing packing fiber to form a dam and pouring the sealing compound.
- F. Explosion-proof flexible conduit shall be provided as a connection between each motor junction box (or any other piece of equipment subject to movement or vibration) and the rigid conduit system where installed in a classified hazardous location. For Class I, Division 2 hazardous locations, liquid-tight, flexible metal conduit may be used where it is listed as approved for use in a Class I, Division 2 hazardous location.
- G. EMT is not suitable for use in classified hazardous locations and, therefore, shall not be installed in classified hazardous locations.

### **METHOD OF MEASUREMENT**

#### **Add the following:**

110-4.3. The quantity of conduit and/or duct for the electric slide gates and/or gate operator(s) shall not be measured for payment. This shall be incidental to the respective electric gate installation (Including, but not limited to Item AR162715 Electric Gate – 15' and Item AR162725 Electric Gate – 25') and shall include 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; for all duct interface work to handholes/manholes including coring of handholes/manholes; and for all labor, equipment, tools, and incidentals necessary to complete the installation.

## **BASIS OF PAYMENT**

### **Add the following:**

110-5.2. Payment for the furnishing and installation of conduit and/or duct for the gate operators shall not be measured for payment and shall be incidental to the respective electric gate installation (Including, but not limited to Item AR162715 Electric Gate – 15' and Item AR162725 Electric Gate – 25'), and no additional compensation will be made. For each respective electric gate installation, all costs for furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; for all duct interface work to handholes/manholes including coring of handholes/manholes; for all boring and equipment; 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 is considered incidental to the item of work for which the duct is being installed.

**END OF ITEM 110**

**ITEM 115  
ELECTRICAL MANHOLES AND JUNCTION STRUCTURES**

**DESCRIPTION**

115-1.1. This item of work shall consist of electrical manholes and junction structures (handholes and splice cans) in accordance with this Specification and as detailed on the Construction Plans. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the Engineer.

115-1.2 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of electrical manhole and junction structure to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Contractor may submit electronic copies of shop drawings instead of hard copies. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the AIP Buy American Preferences requirements.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials and equipment.
- C. Concrete mix design for handholes to be cast in place.
- D. Precast concrete handholes and manholes must be on IDOT (Illinois Department of Transportation) List of Certified Precast Concrete Producers. Provide information on respective precast concrete producer for precast manholes and drawings for respective handholes.
- E. Provide cut sheets with part number and specification for each handhole frame and lid. Include certification that the respective handhole frame and lid is made in the United States of America.

- F. Provide certification that the respective pre-cast handholes are manufactured in the United States of America.

## **MATERIALS**

### **115-2.1. GENERAL**

- A. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.
- B. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

**115-2.2 ELECTRICAL HANDHOLES.** The electrical handhole shall be constructed in accordance with the details as shown on the Construction Plans. The concrete shall conform to Item 610. The handholes shall be provided with heavy duty square slab type manhole frames and solid lids suitable for H-20 loading, NEENAH R-6662-PP frame and lid, or an approved equal. Lids for the handholes containing low voltage cables shall include lettering labeled "LOW VOLTAGE."

**115-2.3 GROUND RODS.** Furnish and install ground rods at locations where shown on the Plans or specified herein. Provide ground rods in manholes where applicable for termination of ground conductors. Provide ground rods for splice cans as detailed on the Plans. Ground rods shall be 3/4-inch diameter, 10 feet long, UL-listed, Copper-clad. Longer ground rods shall be provided where detailed on the Plans. Ground rods shall have 10 mils minimum Copper coating.

## **CONSTRUCTION METHODS**

**115-3.1.** Electrical handholes and manholes shall be constructed in accordance with the details as shown on the Construction Plans. At electrical handholes and manholes, identify and label each cable with respective to its origin and the system or device served. Coordinate conduit and duct interface with the handhole and/or manhole installation. Field cut openings for conduits and ducts according to the respective handhole and/or manhole manufacturer's recommendations. Core drill and/or cut wall of handhole and/or manhole with a tool designed for the material to be cut and suitable for the respective application. Size holes for termination fittings to be used and seal around penetrations after fittings are installed.

**115-3.2 UNCLASSIFIED EXCAVATION.** It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the Engineer without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective handhole and/or manhole structure pay item of which it is a component part. Dewatering necessary for manhole structure installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the respective manhole structure pay item.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the Engineer. Structures shall be placed after the Engineer has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 in of sand or a material approved by the Engineer as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the Plans.

115-3.3 RESTORATION. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, seeding, mulching grading and restoration shall be considered incidental to the respective pay item. The Contractor shall grade around structures as required to provide positive drainage away from the structure. Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials. After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.4 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the

Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer/Resident Technician at the Contractor's expense. The Resident Engineer/Resident Technician and Owner shall be notified immediately if any cables are damaged.

**Due to the quantities of existing utilities and lines in the proposed areas of work, the Contractor will need to carefully excavate to expose and protect these utilities and lines prior to installing manholes, handholes, and/or junction structures and the associated trenches for the proposed conduits, ducts, and raceway system.**

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

## METHOD OF MEASUREMENT

115-4.1. Electrical manholes, handholes and junction structures shall be measured by each unit completed in place and accepted by the Resident Engineer/Resident Technician. The following additional items are specifically included in each unit.

- All required excavation,
- Sheeting and bracing
- All required backfilling with on-site materials
- Restoration of all surfaces and finished grading, sodding
- All required connections
- Dewatering if required
- Temporary cables and connections

- Ground rod testing
- All coring and labor associated with conduit, duct, cable in unit duct, and/or cable entries
- Locating existing utilities, lines, and cables in the respective areas of work
- All coordination with the respective Airport staff, site personnel, and/or FAA personnel

#### **BASIS OF PAYMENT**

115-5.1. Payment will be made at the contract unit price bid for each electrical manhole, handhole, and/or junction structure completed and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling, and placing of the materials; for locating existing utilities, lines, and cables in the respective areas of work; for all coring and labor associated with conduit, duct, cable in unit duct, and/or cable entries; for all coordination with the respective Airport and/or FAA personnel; for furnishing and installation of appurtenances and connections to duct banks 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 AR110610 Electrical Handhole - per each

**END OF ITEM 115**